Napa County

Board of Supervisors Chambers
1195 Third Street, Third Floor
Napa, CA 94559

Agenda

***Consolidated**

Tuesday, December 6, 2022
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

Brad Wagenknecht, District 1
Ryan Gregory, District 2
Diane Dillon, District 3
Alfredo Pedroza, District 4
Belia Ramos, District 5

**** This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Support Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.***

GENERAL INFORMATION

The Board of Supervisors meets as specified in its adopted annual calendar on Tuesdays at 9:00 A.M. in regular session at 1195 Third Street, Suite 310, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board of the Napa County Board of Supervisors. Requests for disability related modifications or accommodations, aids or services may be made to the Clerk of the Board's office no less than 72 hours prior to the meeting date by contacting (707) 253-4580.

The agenda is divided into three sections:

CONSENT ITEMS - These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any item on the CONSENT CALENDAR will be discussed separately at the request of any person. CONSENT CALENDAR items are usually approved with a single motion.

SET MATTERS - PUBLIC HEARINGS - These items are noticed hearings, work sessions, and items with a previously set time.

ADMINISTRATIVE ITEMS - These items include significant policy and administrative actions and are classified by program areas. Immediately after approval of the CONSENT CALENDAR, if the time for hearing SET MATTERS has not arrived, ADMINISTRATIVE ITEMS will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at the time of such distribution, in the office of the Clerk of the Board of Supervisors, 1195 Third Street, Suite 305, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays.

Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under the California Government Code.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA please proceed to the rostrum and, after receiving recognition from the Chair, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org

How to Watch or Listen to the Napa County Board of Supervisors Meetings

The Napa County Board of Supervisors will continue to meet pursuant to the annually adopted meeting calendar available at the following link:

https://www.countyofnapa.org/DocumentCenter/View/23544/2022-Board-of-Supervisors-Meeting-Calendar

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Please watch or listen to the Board of Supervisors meeting in one of the following ways:

1. Watch on your TV - Napa Valley TV Channel 28 (programming subject to local pre-emption rules and schedules).

2. Listen on your cell phone via Zoom at 1-669-900-6833 then enter Meeting ID 842-343-169 once you have joined the meeting.

3. Watch via the Internet – view the Live Stream
   a. via Zoom at the following link: https://www.zoom.us/join then enter Meeting ID 842-343-169.
   b. via Granicus by clicking on the following link: http://napa.granicus.com/ViewPublisher.php?view_id=2

4. You may submit public comment for any item that appears on the agenda or general public comment for any item or issue that does not appear on the agenda by emailing your comment to the following email address: publiccomment@countyofnapa.org. EMAILS WILL NOT BE READ ALOUD.

Via telephone: please call the Board of Supervisors Public Comment Line at (707) 299-1776.

Please mute all audio devices and do not use the speakerphone to prevent echoing.

Please provide your name and the agenda item on which you are commenting. Calls will be placed on hold and heard in the order received. The above-identified measures comply with all legal requirements for participation and public comment, including those imposed by the Ralph M. Brown Act and Executive Order, as amended by AB 361.

For more information, please call (707) 253-4580 or email publiccomment@countyofnapa.org.

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

A. Clerk of the Board requests approval of minutes from the November 29, 2022 regular meeting. **22-2216**

Attachments: November 29, 2022

4. PRESENTATIONS AND COMMENDATIONS

A. Director of Human Resources to introduce new County employees. **22-2198**

B. Presentation of a Retirement Proclamation to Karen Relucio, MD, Deputy Director of Health and Human Services Agency - Public Health & Public Health Officer, in recognition of 16 years of public service, seven of which were dedicated to the residents of Napa County. **22-2195**

Attachments: Proclamation (added after meeting)

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

6. CONSENT ITEMS - SPECIAL DISTRICTS

Napa County Groundwater Sustainability Agency

A. Interim Director of Planning, Building and Environmental Services (PBES) requests approval of and authorization for the Chair to sign Agreement No. 230254B, with Realty Income Inc. for the initial term of December 6, 2022, to December 5, 2032, for easement access for the construction of monitoring wells. **22-2197**

Attachments: Agreement

7. CONSENT ITEMS

Auditor-Controller

A. Auditor-Controller requests the Board accept and instruct the Clerk of the Board to file a report on Community Facilities Districts 2012-1 Milliken-Sarco-Tulocay (MST) for Fiscal Year 2021-22 in compliance with Section 50075.1 of the California Government Code. **22-2155**

Attachments: Report

County Counsel

B. County Counsel and the Deferred Compensation Board of Control request adoption of a resolution amending Napa County's 401(a) Retirement Savings Plan allowing Napa County employees who are members of Service Employee International, Local 1021 to be eligible for the 401(a) Plan. **22-2151**

Attachments: Resolution

C. County Counsel requests approval of and authorization for the Chair to sign an agreement with Thomson Reuters for a maximum amount of $15,060 for the term of February 1, 2023 through January 31, 2024, with two annual renewals and a 3% increase each subsequent year to provide Westlaw legal research software. **22-2152**

Attachments: Agreement Terms and Conditions
Agreement

D. County Counsel requests adoption of an Ordinance adding Chapter 10.18 to the Napa County Code prohibiting the use of motorized vehicles on the Napa Valley Vine Trail in the unincorporated area of the County between the City of Calistoga and the Town of Yountville. **22-2191**

Attachments: Ordinance

County Executive Office

E. Interim County Executive Officer requests adoption of a Resolution making findings in accordance with Assembly Bill (AB) 361 and Government Code Section 54953, for Board of Supervisors and County boards and commissions (including committees) to hold remote teleconference meetings due to the threat of COVID-19. **22-1802**

Attachments: Resolution

F. Interim County Executive Officer requests approval of the Napa County Arts & Culture Advisory Committee (ACAC) amended grant guidelines for the FY 2023-24 grant award cycle. **22-2112**

Attachments: 2023-24 Grant Guidelines (Tracked Changes)
2023-24 Grant Guidelines (Clean)

G. Risk and Emergency Services Manager requests approval of a Budget Adjustment to increase appropriations in the amount of $551,382 increasing appropriations in the Workers Compensation Fund (4402000-52710) Insurance Claims, offset by (4402000-33100) Available Fund Balance for increasing the confidence level. (4/5 vote required.) **22-2193**

Attachments: Correction Memorandum

County Fire Department

H. Deputy Fire Chief requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220351B with WRA, Inc. increasing the amount by $55,000 for a new maximum of $100,000 per fiscal year for the terms amending the scope of work to include support services to the County of Napa in responding to state and federal Request for Information (RFIs)/Benefit Cost Analysis (BCAs) for four recent FEMA (Federal Emergency Management Agency) Hazard Mitigation Grant Program (HMGP) applications. **22-2170**

Attachments: Agreement

Health and Human Services Agency

I. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment 2 to Agreement No. 180113B with Biomedical Waste Disposal, Inc., for a new contract maximum of $4,000 and updated Compensation exhibit for the Fiscal Year 2022-2023, and each subsequent automatic renewal, for the purpose of bio-waste pickup and disposal. **22-2029**

Attachments: Agreement

J. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230228B with Kings View Professional Services, Inc., for a five year maximum of $2,548,860 for the term beginning upon approval through June 30, 2027, for the provision of ongoing consultative and technical support to assist with the configuration and implementation of HHSA's specialized Electronic Health Record (EHR). **22-2139**

Attachments: Agreement

K. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230229B with County Medical Services Program Governing Board, for a maximum of $50,000, for the term November 1, 2022 through April 30, 2024, for the award of funds from the Local Indigent Care Needs Grant Program (LICN), in order to promote timely delivery of necessary medical, behavioral health and support services to medically indigent adults. **22-2140**

Attachments: Agreement

L. Director of Health and Human Services Agency (HHSA) requests the following with respect to grant allocations for Fiscal Year 2022-2023from the California Department of Housing and Community Development (HCD): **22-2154**

1. Authorization for the Director of HHSA to sign the following documents:

a. Transitional Housing Program (THP) Allocation Acceptance Form for Round 4 funding in the amount of $129,519; and

b. Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Form for Round 1 funding in the amount of $35,373.

2. Adoption of a resolution authorizing joint application for and acceptance of the County Allocation Awards under the THP Round 4 and HNMP Round 1.

Attachments: Resolution

M. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 170846B with Language Line Services, Inc., for a new annual maximum of $50,000 for the term upon approval through June 30, 2023, and each subsequent automatic renewal, to provide professional interpretation and translation services. **22-2162**

Attachments: Agreement

N. Director of Health and Human Services Agency (HHSA) requests adoption of a Resolution establishing a written policy pursuant to Assembly Bill 389. **22-2171**

Attachments: Resolution

O. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment 2 to Agreement No. 190154B with Mission Linen, Inc., for a new contract maximum of $3,504 per fiscal year, for the term November 1, 2022, through June 30, 2025, for the purpose of providing laundered and sanitized linens to the kitchen located at HHSA's South Campus. **22-2192**

Attachments: Agreement

Housing & Homeless Services – Division of CEO's Office

P. Director of Housing & Homeless Services requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 200360B with The Salvation Army extending the term to June 30, 2023, to provide prepared meals for occupants of temporary shelters established as part of the COVID-19 emergency response efforts. **22-1621**

Attachments: Agreement

Human Resources – Division of CEO's Office

Q. Interim County Executive Officer and Director of Human Resources request adoption of a Resolution establishing a $1,600 Matching Employer Contribution for Management, Confidential, and Non-Classified officers and employees who are participants in Napa County's 401(a) Retirement Savings Plan during calendar year 2023 and a $600 Matching Employer Contribution for SEIU employees who are participants in Napa County's 401(a) Retirement Savings Plan during calendar year 2023. **22-2107**

Attachments: Resolution

Library

R. Director of Library Services and Community Outreach requests approval for the following actions related to the purchase of capital assets for three library locations: **22-2145**

1. Establish capital assets totaling $99,360 for library furniture;
2. Approval of a Budget Adjustment increasing appropriations in the Library Fund Equipment expense accounts (2020001-55400, 2020002-55400, 2020003-55400) offset by use of available fund balance (4/5 vote required); and
3. A waiver of competitive bidding requirements and sole source award to Ross McDonald Co. Inc. pursuant to County Ordinance Code 2.36.090.

Planning, Building and Environmental Services (PBES)

S. Interim Director of Planning, Building and Environmental Services (PBES) requests adoption of a Resolution authorizing Napa County to affirm this Human Right to Water Policy, including protection of public health, the environment consistent with public trust principles, and all beneficial uses, to ensure prudent water resource management and efficient use, for the benefit of the natural environment and future generations. **22-2202**

Attachments: Resolution

Probation

T. Chief Probation Officer requests the following: **22-2143**
1. Approval of and authorization for the Chair to sign Agreement No. 230241B with University of Cincinnati Research Institute (UCCI) for the term December 1, 2022 through June 30, 2023, for a maximum annual compensation of $235,000, to provide evidence-based practice training and consultation; and
2. Approval of a Budget Adjustment to increase appropriations for Professional Services by $130,000 (Fund 1000, Subdivision 1420000) with offsetting Revenue from 2011 Realignment in Probation. (4/5 vote required)

Attachments: Agreement
Correction Memorandum

Public Works

U. Director of Public Works requests approval of a Budget Transfer for the following regarding the "Napa Valley Vine Trail Resurfacing Project" (4/5 vote required): **22-394**

1. Increase appropriations by $300,000 in the Accumulated Capital Outlay (ACO) Fund budget (Fund 3000, Org 3000000) offset by use of its available fund balance to transfer to Project 23029; and
2. Creation of a new project, "Napa Valley Vine Trail Resurfacing" (Fund 2040, Org 2040500, Project 23029), and increase appropriations by $300,000 in Project 23029 offset by a transfer-in revenue from ACO.

Attachments: Budget for NVVT Repair Project

V. Director of Public Works requests approval of a Budget Transfer for the following regarding the "2022 Napa County Road Seal Projects", RDS 22-14 (4/5 vote required): **22-2024**

1. Increase appropriations by $415,000 in the Measure T Non-Operating Special Revenue Fund (M-T SRF) (Fund 2440, Org 1220053) offset by use of its available fund balance to transfer to Projects 22025 and 23022;
2. Increase appropriations by $270,000 in "Old Sonoma Seal" Project (Fund 2040, Org 2040500, Project 22025) offset by a transfer-in revenue from M-T SRF;
3. Creation of a new project, "Sunset Road Seal" (Fund 2040, Org 2040500, Project 23022), and increase appropriations by $145,000 in Project 23022 offset by a transfer-in revenue from M-T SRF;
4. Increase appropriations by $70,000 in the SB1 Non-Operating Special Revenue Fund (SB1 SRF) (Fund 2440, Org 1220052) offset by use of its available fund balance to transfer to Projects 23023 and 23024;
5. Creation of a new project, "4th Avenue Striping" (Fund 2040, Org 2040500, Project 23023), and increase appropriations by $20,000 in Project 23023 offset by a transfer-in revenue from M-T SRF; and
6. Creation of a new project, "Las Amigas Road Striping" (Fund 2040, Org 2040500, Project 23024, and increase appropriations by $50,000 in Project 23024 offset by a transfer-in revenue from M-T SRF.

Attachments: Old Sonoma Congress Valley Intersection Improvement
Las Amigas Safety Improvements
4th Avenue at Kreuzer Lane
Old Sonoma Congress Valley Budget
Las Amigas Budget
4th Avenue Budget
Sunset Budget

W. Director of Public Works requests approval of and authorization for the Chair to sign Agreement No. 230242B with Ninyo & Moore Geotechnical & Environmental Sciences Consultants for a maximum of $300,000 per fiscal year and for the term from December 6, 2022 to June 30, 2027 for on-call services needed for construction testing and inspection on various upcoming building and paving projects. **22-2106**

Attachments: Agreement

X. Director of Public Works requests approval of the annual report on the Traffic Mitigation Fee program for Fiscal Year 2021-22. **22-2146**

Attachments: Annual Report

Y. Director of Public Works requests adoption of a Resolution amending the County's Policy Manual Part III, Fees, Part 30 Airport, effective January 1, 2023, amending the parking, fuel flowage, landing, tiedown rental, and miscellaneous fees at the Napa County Airport. **22-2218**

Attachments: Fee Resolution
Exhibit A Airport Fees 2023 (redline)
Exhibit B Airport Fees 2023

Sheriff

Z. Sheriff requests the following actions regarding purchase of two storage units: **22-1788**
1. A waiver of competitive bidding requirements and sole source award to The Home Depot of Louisville, Kentucky, for purchase of two storage units in the amount of $24,154; pursuant to County Ordinance § 2.36.090; and
2. Establishment of capital assets in the total amount of $24,514 for two Tuff Shed storage units; and
3. Approval of a Budget Transfer in Sheriff's Operations Budget (1000-1360000) increasing appropriations by $24,154 in Equipment (55400) offset by a commensurate decrease in Office Furniture/Fixtures (53105). (4/5 vote required)

AA. Sheriff requests the following actions regarding the California Department of Parks and Recreation, Division of Boating and Waterways, Boating Safety and Enforcement Equipment Grant - Fiscal Year 2022-23: **22-2209**
1. Acceptance of grant agreement C22L0609 in the amount of $27,000 for purchase of one personal watercraft; and
2. Authorization for the Sheriff to execute all documents, including but not limited to applications, agreements, activity reports, payment requests, claim forms and other documents that may be required, subject to County Counsel approval; and
3. Revision of the Schedule of Approved Capital Assets in the Approved Budget for Fiscal Year 2022-2023 in the amount of $27,000 for purchase of one personal watercraft; and
4. Approval of a Budget Transfer in the Sheriff's Operations Budget (1000-1360000) increasing appropriations by $27,000 in Equipment expense (55400) offset by a commensurate increase in Federal-Other Funding revenue (43890). (4/5 vote required)

Treasurer-Tax Collector

AB. Treasurer-Tax Collector requests adoption of a Resolution adopting the "County of Napa Policy Regarding the Submission of Claims for Excess Proceeds" and delegating authority to distribute excess proceeds to the Treasurer-Tax Collector. **22-266**

Attachments: Policy
Resolution

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

9. PUBLIC COMMENT
(for all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors and Special Districts)

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

11. ADMINISTRATIVE ITEMS

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

13. SET MATTERS OR PUBLIC HEARINGS

Health and Human Services Agency

A. SET MATTER 9:15 AM **22-2022**
Receive the Napa County Mental Health Board annual report covering Fiscal Year July 1, 2021, through June 30, 2022.

Attachments: MHB Annual Report

Public Works

B. SET MATTER 9:30 AM - Airport **22-2044**

Director of Public Works requests the following actions regarding fixed base operator (FBO) Agreements at the Napa County Airport:

1. Adoption of a resolution determining that long-term leases at the Napa County Airport are "exempt surplus land" for the purposes of the Surplus Lands Act pursuant to Government Code section 54221(f)(1)(G) because Governing Laws prohibit the use of Napa County Airport property for housing.
2. Approval of and authorization for the Chair to sign the following agreements associated with FBO services to be provided by SkyserviceUS California LLC, contingent upon concurrence from the State of California that leases at the Napa County Airport are "exempt surplus land":
    a. A ground lease, license, and operating agreement (Napa County Agreement No. 230234B with SkyserviceUS California LLC for a term of thirty years plus two consecutive five-year option periods to construct leasehold improvements and to provide Fixed Base Operator services at the Napa County Airport (4/5 vote required); and
    b. A Guaranty Agreement No. 230235B with ALIS IA Aviation, LLC (Guarantor) for the benefit of Napa County whereby Guarantor unconditionally guarantees full and prompt performance and payment for each and every obligation of Leading Edge California, LLC within Napa County Agreement No. 230234B.
3. Approval of and authorization for the Chair to sign the following agreements associated with FBO services to be provided by Napa Jet Center, Inc doing business as Atlantic Aviation conditional upon concurrence from the State of California that leases at the Napa County Airport are "exempt surplus land":
    a. Approval of and authorization for the Chair to sign a ground lease, license, and operating agreement (Napa County Agreement No. 230232B with Napa Jet Center, Inc. doing business as Atlantic Aviation for a term of thirty years plus two consecutive five-year option periods to construct leasehold improvements and to provide Fixed Base Operator services at the Napa County Airport (4/5 vote required); and
    b. Approval of and authorization for the Chair to sign Guaranty Agreement No. 230233B with Atlantic Aviation FBO, Inc. (Guarantor) for the benefit of Napa County whereby Guarantor unconditionally guarantees full and prompt performance and payment for each and every obligation of Napa Jet Center, Inc. within Napa County Agreement No. 230232B.
4. Approval of the following actions related to surplus fuel farm equipment located at the Napa County Airport:

a. Declare certain capital asset fuel farm equipment as surplus and no longer required for public use;

b. Authorize the Auditor-Controller to remove these surplus assets, which are fully depreciated, from the capital asset listing; and

c. Authorize the sale of capital asset surplus fuel farm equipment to Napa Jet Center Inc. doing business as Atlantic Aviation consistent with Napa County Agreement No.230232B.

Attachments: FBO Lease - Napa Jet Center
FBO Lease Exhibits - Napa Jet Center
Guaranty Agreement - Atlantic
FBO Lease - Skyservice
FBO Lease Exhibits - Skyservice
Guaranty Agreement - ALIS IA Aviation
Draft Terminal Area Plan
Resolution - Exempt Surplus Land
Airport FBO Presentation (added after meeting)

14. LEGISLATIVE ITEMS

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

18. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) **22-2054**
Title: Director of Library Services and Community Outreach

19. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, DECEMBER 13, 2022 AT 9:00 A.M.

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, DECEMBER 2, 2022 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/6/2022 | **File ID #:** 22-2216

TO: Board of Supervisors

FROM: Becky Craig - Acting County Executive Officer

REPORT BY: Anthony Williams - Board Clerk II

SUBJECT: Approval of Minutes

RECOMMENDATION

Clerk of the Board requests approval of minutes from the November 29, 2022 regular meeting.

EXECUTIVE SUMMARY

Clerk of the Board requests approval of minutes.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Clerk of the Board requests approval of minutes from the November 29, 2022 regular meeting.

Meeting Minutes

Napa County Board of Supervisors

Brad Wagenknecht, District 1
Ryan Gregory, District 2
Diane Dillon, District 3
Alfredo Pedroza, District 4
Belia Ramos, District 5

* This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Support Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

Tuesday, November 29, 2022 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

***Consolidated**

1. CALL TO ORDER; ROLL CALL

   Present: Chair Ryan Gregory, Supervisors Alfredo Pedroza, Belia Ramos, Diane Dillon and Vice Chair Brad Wagenknecht. The meeting was called to order by Chair Ryan Gregory.

2. PLEDGE OF ALLEGIANCE

   Deputy County Executive Officer of Communications Holly Dawson led the assembly in the Pledge of Allegiance.

3. APPROVAL OF MINUTES

   A. Clerk of the Board requests approval of minutes from the November 8, 2022 & November 21, 2022 regular and special meetings. **22-2134**

Motion Text:	**Approve Minutes.**
Voting Yes:	**Dillon, Pedroza, Ramos, Wagenknecht, and Gregory**
Recusals:	**None**
Result:	**Passed**

4. PRESENTATIONS AND COMMENDATIONS

   None

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

   None

6. CONSENT ITEMS - SPECIAL DISTRICTS

None

7. CONSENT ITEMS

Motion Text:	**Approve Consent Calendar.**
Voting Yes:	**Wagenknecht, Dillon, Pedroza, Ramos, and Gregory**
Recusals:	**None**
Result:	**Passed**

County Counsel

22-1905

A. County Counsel requests the following actions to appoint (in lieu of election) the qualified candidates to those special district boards in the County where the number of candidates did not exceed the number of positions up for election:

1. Appoint to the governing board of the Los Carneros Water District (LCWD) that individual named in the Certificate of Facts for the term specified pursuant to California Election Code section 10515; and
2. Appoint to the governing board of Congress Valley Water District (CVWD) those individuals named in the Certificate of Facts for the term specified pursuant to the Board's authority under California Elections Code section 10515; and
3. Appoint to the governing board of the Circle Oaks County Water District (COCWD) those individuals named in the Certificate of Facts for the term specified pursuant to California Election Code section 10515; and
4. Appoint to the governing board of Napa River Reclamation District those persons named in the Certificate of Facts for the terms specified pursuant to California Water Code section 50742; and
5. Re-appoint William Michael Drayton, Laura Deyermond, and Whitney Yates to the governing board of the LCWD pursuant to the Board's authority under California Elections Code section 10515(b).

22-2071

B. Second reading of an Ordinance to adopt the 2022 California Building Standards Code (Title 24, California Code of Regulations) as approved by the California Building Standards Commission including the amendment of various chapters of Title 15 of the Napa County Code as provided.

Enactment No: **O-1478**

C. County Counsel requests approval of and authorization for the Chair to sign Agreement No. 230239B with Rashaan Jones to provide Conflict Public Defender services for a maximum base compensation of $77,200 for the remainder of the fiscal year (December 1, 2022 through June 30, 2023), with automatic one-year renewals at the end of each fiscal year, a CPI increase of between 2.5 percent and 5 percent per fiscal year, plus additional fees for providing legal representation in murder cases. **22-2150**

Enactment No: **A-230239B**

County Executive Office

D. Interim County Executive Officer requests the adoption of a Resolution, pursuant to Section 9314 of the Public Resources Code, to reappoint Bruce Barge, Jim Lincoln, and Gretchen Stranzl McCann to the Napa County Resource Conservation District (RCD) Board of Directors inlieu of holding an election, with the terms of office to commence on November 8, 2022, and expire at noon on November 27, 2026. (RCD Resolution attached) **22-1821**

E. Interim County Executive Officer requests authorization for the Chairto sign Agreement No. 230183B with Kamer Consulting Group, LLC for the term August 1, 2022, through June 30, 2023, with three one-year renewals and an contract maximum of $50,000 to provide public relations and communications support services. **22-2064**

Enactment No: **A-230183B**

County Fire Department

F. Deputy Fire Chief requests approval of and authorization for the Chairto sign Agreement No. 230119B with Job Care Medical Services Program at St. Helena Hospital for a maximum of $100,000 for the term of August 1, 2022, through June 30, 2023, with an automatic two-year renewal provision to obtain occupational health and safety medical services for county volunteers. **22-2056**

Enactment No: **A-230119B**

G. Deputy Fire Chief requests a waiver of competitive bidding requirements and sole source award for rescue tool equipment from Western Extrication Specialists (WES) for an amount not to exceed $122,000 pursuant to County Ordinance Code 2.36.090. **22-2093**

Housing and Homeless Services – Division of CEO's Office

H. Director of Housing & Homeless Services requests the following related to available Homeless Housing Incentive Program funding: **22-2000**
1. Approval of and authorization for the Chair to sign a Memorandum of Understanding (MOU) with Partnership Health Plan for a maximum allocation of incentive funding of $3,376,386 through December 31, 2027; and
2. Approval of a Budget Adjustment to adjust the adopted budget for Housing & Homeless Program, increasing appropriations in the Housing & Homeless Subdivision (Fund 2030, Subdivision 2030000) in the amount of $820,000 in Services and $70,000 in Supplies, with an offsetting revenue increase in Homeless Housing Incentive Program funds totaling $890,000 for Fiscal Year 2022-2023.

I. Director of Housing & Homeless Services requests the following related to the California Interagency Council on Homelessness (Cal ICH) Homeless Housing, Assistance and Prevention Round 4 (HHAP-4) application: **22-2006**
1. Receive and accept public comment on the Napa County's Homeless Housing, Assistance and Prevention (HHAP) grant application;
2. Authorize the Interim County Executive Officer or designee to sign and submit a funding application on behalf of Napa County for the County allocation of round four (4) of Cal ICH HHAP funding and execute any subsequent loan documents and agreements with the State of California in connection with the HHAP-4 grant program, including the HHAP-4 Guidance document.

Human Resources – Division of CEO's Office

J. Director of Human Resources and Director of Health and Human Services Agency (HHSA) request adoption of a Resolution amending the Departmental Allocation List for the Health and Human Services Agency, Public Health, by adding one 1.0 full-time equivalent (FTE) Staff Services Analyst I/II, effective December 10, 2022, with a net increase of one 1.0 FTE, and no impact to the County General Fund. **22-2105**

Enactment No: **R-2022-168**

K. Director of Human Resources requests adoption of a Resolution amending Napa County Policy Manual Part I: Section 37C-2, effective November 29, 2022, to increase the number of hours an Officer has a right to receive as payment each year from 60 hours to 80 hours. **22-2181**

Enactment No: **R-2022-169**

Public Works

L. Director of Public Works requests adoption of a Resolution of intent to conduct a public hearing on January 10, 2023 regarding the abandonment of excess right-of-way on Milton Road, lying easterly of 1301 Milton Road. **22-1970**

Enactment No: R-2022-170

Risk and Emergency Services (OES) – Division of CEO's Office

M. Risk and Emergency Services Manager requests approval of a Budget Adjustment in the amount of $20,000 increasing appropriations in Emergency Services (1000-1024000), offset by a Memorandum of Understanding (MOU) with Mariposa County for post incident Mutual Aid services provided by Napa County for Oak Fire Recovery efforts. **22-2036**

Sheriff

N. Sheriff requests the following actions regarding Fiscal Year 2023-24 Boating Safety and Enforcement Financial Aid Program:
1. Adoption of a Resolution to apply for and accept a grant award from the California Department of Parks and Recreation, Division of Boating and Waterways for the term July 1, 2023 through June 30, 2024, to conduct boating safety and enforcement activities; and
2. Appoint the Sheriff or designee to execute all documents, including but not limited to applications, agreements, quarterly activity reports, payment requests, claim forms and other documents that may be required, subject to County Counsel approval. **22-1867**

Enactment No: R-2022-171

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None

9. PUBLIC COMMENT

One (1) person spoke during public comment.

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

None

11. ADMINISTRATIVE ITEMS

None

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

None

13. SET MATTERS OR PUBLIC HEARINGS

Housing and Homeless Services – Division of CEO's Office

A. SET MATTER 9:00 AM **22-2020**
Director of Housing & Homeless Services requests the adoption of underwriting guidelines for the Napa County Affordable Accessory Dwelling Unit Forgivable Loan Program.

Director of Housing and Homeless Services Jennifer Palmer made presentation.

Discussion held.

Motion Text:	**Approve requested actions.**
Voting Yes:	**Dillon, Ramos, Pedroza, Wagenknecht, and Gregory**
Recusals:	**None**
Result:	**Passed**

Public Works

B. PUBLIC HEARING 9:00 AM **22-2045**
Director of Public Works requests an introduction and intention to adopt an ordinance adding Chapter 10.18 to the Napa County Code prohibiting the use of motorized vehicles on the Napa Valley Vine Trail in the unincorporated area of the County between the City of Calistoga and the Town of Yountville.

Public Works Engineering Supervisor Graham Wadsworth made presentation.

Chair Ryan Gregory opened the public hearing.

Discussion held.

Chair Ryan Gregory closed the public hearing.

Motion Text:	**Motion of intent to adopt the Ordinance.**
Voting Yes:	**Ramos, Wagenknecht, Dillon, Pedroza, and Gregory**
Recusals:	**None**
Result:	**Passed**

C. SET MATTER 9:30 AM - Williams Report **22-1890**

Napa County Office of Education will present the results of the Williams Monitoring visits in Napa County Schools.

Napa County Superintendent of Schools Barbara Nemko, Ph.D. made presentation.

Discussion held.

County Executive Office

D. PUBLIC HEARING 10:00 AM **22-2108**

Director of Public Works requests adoption of a Resolution approving amendments to the Measure T five-year work plan for County Roads.

Director of Public Works Steven Lederer made presentation.

Discussion held.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Wagenknecht, Pedroza, Dillon, Ramos, and Gregory**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2022-172**

14. LEGISLATIVE ITEMS

None

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Vice Chair Brad Wagenknecht stated he has a copy of the State's Community Corrections Partnership Plan related to the County's Replacement Detention Facility Project if anyone is interested in reviewing it.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

Supervisor Alfredo Pedroza requested an update on the Joint Watershed Study with the City of Napa.

Interim County Executive Officer David Morrison replied that due to severe drought conditions over the last few years, there hasn't been sufficient rainfall to obtain conclusive data. Staff recommended, with the Board's approval at their meeting of November 8, 2022, to extend the contract with the City of Napa for the next three years in the hopes sufficient rainfall will be received during that time to yield more conclusive data from the study.

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

18. CLOSED SESSION

A. CONFERENCE WITH LABORNEGOTIATORS **22-2160**
(Government Code Section 54957.6)

Agency Designated Representatives:
Christine Briceño, Director of Human Resources
Deputy Sheriffs' Association - Law Enforcement Unit
Deputy Sheriffs' Association - Law Enforcement Supervisory Unit
Napa County Probation Professionals' Association
Napa County Probation Professionals' Association - Supervisory Unit

Closed Session held. No reportable action.

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION **22-2164**
Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (1 matter)

Closed Session held. No reportable action.

19. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, DECEMBER 6, 2022 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2198

TO: Board of Supervisors

FROM: Christine Briceño - Director of Human Resources

REPORT BY: Jeanette Perry - Human Resources Service Specialist

SUBJECT: Introduction of New Employees

RECOMMENDATION

Director of Human Resources to introduce new County employees.

EXECUTIVE SUMMARY

Offered once a month, this presentation includes an introduction of the previous month's newly hired employees to the Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: N/A

BACKGROUND AND DISCUSSION

New Napa County employees participate in New Hire Enrollment with Human Resources staff on their first day. The new employees complete required paperwork, fingerprinting, safety training, and technology training. Today's introduction to the Board of Supervisors typically occurs in the second month of employment, and offers new employees the opportunity to meet the Board in-person.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2195

TO: Board of Supervisors

FROM: David Morrison - Interim County Executive Officer

REPORT BY: Leah Doyle-Stevens - Aide, Board of Supervisors

SUBJECT: Presentation of Retirement Proclamation to Dr. Karen Relucio

RECOMMENDATION

Presentation of a Retirement Proclamation to Karen Relucio, MD, Deputy Director of Health and Human Services Agency - Public Health & Public Health Officer, in recognition of 16 years of public service, seven of which were dedicated to the residents of Napa County.

EXECUTIVE SUMMARY

Dr. Relucio was appointed by the Napa County Board of Supervisors to serve as the Deputy Director of Health and Human Services Agency-Public Health and Public Health Officer in 2015. After serving Napa County for seven years, Dr. Relucio will retire from public service on December 30, 2022.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Among countless other challenges faced during Dr. Relucio's tenure, Napa County experienced two wildfires and a historic and unprecedented worldwide COVID-19 pandemic in 2020. In her critical role, she steadfastly

guided the County's emergency response, helping to save lives and mitigate negative impacts to residents and all who visit our beautiful region. Dr. Relucio kept health equity at the forefront of the Public Health Division and HHSA through collaborative efforts to improve policies, systems, and environments in ways that promote "health for all" in Napa County, and this included the Public Health Division's receipt of an "Advancing Health Equity" award from the Committee for California's Health.

As Napa County Public Health Officer, Dr. Relucio contributed positively to the profession of Public Health through her service and leadership over the years including serving on the Board of Directors of the Health Officers Association of California, the California Conference of Local Health Officers, the Association of Bay Area Health Officials, the California Emergency Medical Services Commission, the Napa Opioid Safety Coalition, Live Healthy Napa County (LHNC), and the Honoring Choices Napa Valley Executive Committee.

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Retirement of Karen Relucio, MD
Deputy Director of Health and Human Services Agency – Public Health & Public Health Officer

WHEREAS, in 2015, **Dr. Karen Relucio** was appointed by the Napa County Board of Supervisors to serve as the Deputy Director of Health and Human Services Agency-Public Health and our Public Health Officer, and after serving Napa County in this role for seven years, on December 30, 2022, she retires from public service after a total of 16 years; and

WHEREAS, during **Dr. Relucio's** tenure, Napa County has faced two wildfires, a historic and unprecedented worldwide COVID-19 pandemic, and in her critical role, she steadfastly guided our County's emergency response helping to save lives and mitigate negative impacts to our residents and all who visit our beautiful region; and

WHEREAS, through **Dr. Relucio's** leadership and collaboration of our healthcare providers, organizations have administered over 220,000 COVID-19 vaccines, with 80% of Napa County residents having received the primary COVID-19 vaccination series, thereby affording our community a veil of protection as we strive for a community where all residents can live fulfilling lives; and

WHEREAS, as our Public Health Officer, **Dr. Relucio** has contributed positively to the profession of Public Health through her service and leadership over the years including serving on the Board of Directors of the Health Officers Association of California, the California Conference of Local Health Officers, and California Conference of Local Health Officers; the Association of Bay Area Health Officials; the California Emergency Medical Services Commission; the Napa Opioid Safety Coalition; Live Healthy Napa County (LHNC), and the Honoring Choices Napa Valley Executive Committee; and

WHEREAS, during her tenure with Napa County, **Dr. Relucio** kept health equity at the forefront of the Public Health Division and HHSA through collaborative efforts to improve policies, systems, and environments in ways that promote "health for all" in Napa County, and this included the Public Health Division's receipt of an "Advancing Health Equity" award from the Committee for California's Health; and

WHEREAS, above and beyond all of the professional accolades, **Dr. Relucio** is credited for the laudable human traits of having ethics and integrity, being compassionate and kind, and being committed in ways that embody the very best in public servants.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 6th day of December, 2022, does hereby recognize, honor, and celebrate **Dr. Karen Relucio** on her retirement from a distinguished career in public service and for her dedicated service to Napa County.

Ryan Gregory, Chair

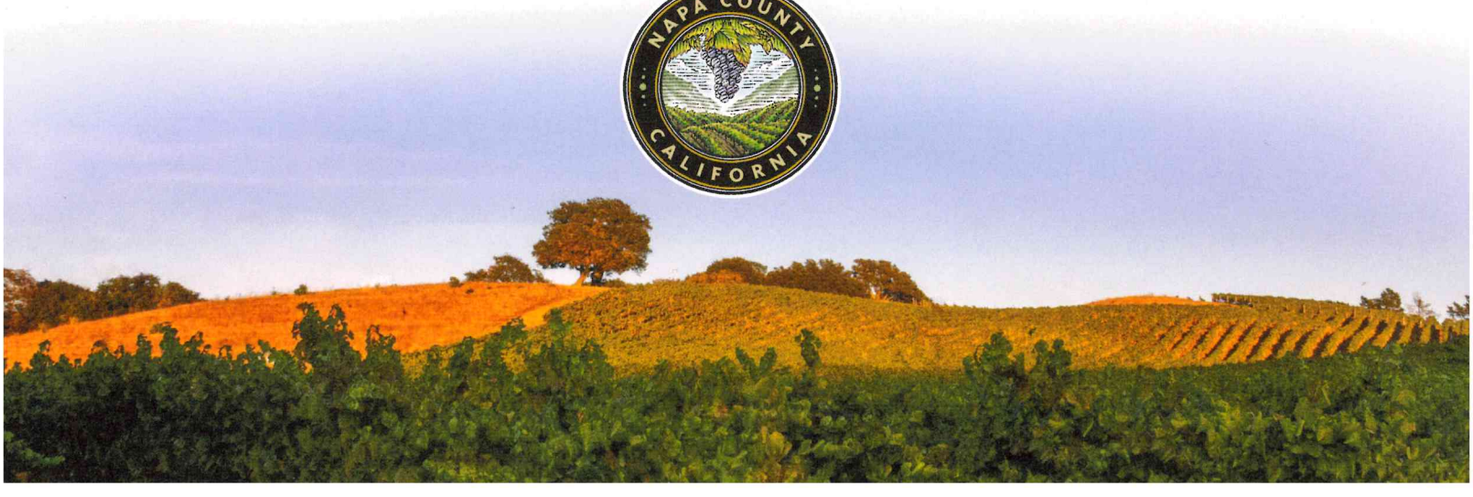
Brad Wagenknecht, Vice Chair

Diane Dillon, District 3

Alfredo Pedroza, District 4

Belia Ramos, District 5

NAPA COUNTY BOARD OF SUPERVISORS



Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/6/2022 | **File ID #:** 22-2197

TO: Board of Supervisors

FROM: Brian Bordona - Interim Director of Planning, Building and Environmental Sciences

REPORT BY: Jamison Crosby, Natural Resources Conservation Manager

SUBJECT: Temporary Monitoring Well and Access Easement Agreement with Realty Income Inc. for Construction of Monitoring Wells

RECOMMENDATION

Interim Director of Planning, Building and Environmental Services (PBES) requests approval of and authorization for the Chair to sign Agreement No. 230254B, with Realty Income Inc. for the initial term of December 6, 2022, to December 5, 2032, for easement access for the construction of monitoring wells.

EXECUTIVE SUMMARY

Napa County was awarded a Proposition 68 Grant from the Department of Water Resources (DWR) in 2020 under the Sustainable Groundwater Management Program Planning - Round 3 and executed an agreement with DWR on January 7, 2020. The grant includes $236,100 of funding for the installation of four (4) nested, dual-completion groundwater monitoring wells to be installed at multiple locations in the Napa Valley Subbasin. The County identified two (2) County-owned parcels for the installation of two of the four wells. The remaining two wells will be installed on private property owned by Realty Income, Inc. Drilling of the wells is scheduled to commence on January 9, 2023.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Org 2720000
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Well installation cost is covered by grant. The cost of ongoing maintenance of the wells will be the responsibility of the County

Consequences if not approved:	Significant data gaps in the County's monitoring network will not be filled.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Napa County was awarded a Proposition 68 Grant from the Department of Water Resources (DWR) in 2020 under the Sustainable Groundwater Management Program Planning - Round 3 and executed an agreement with DWR on January 7, 2020. The grant includes $236,100 of funding for the installation of four (4) nested, dual-completion groundwater monitoring wells to be installed at multiple locations in the Napa Valley Subbasin (Subbasin). The County identified two (2) County-owned parcels for the installation of two of the four wells (Petra Drive at Silverado Trail and South Jefferson at the South Wetlands area). The remaining two (2) wells will be installed on private properties owned by Realty Income, Inc as shown in the attached agreement.

The terms "nested, dual-completion" refer to the fact that in each of the four (4) borings, two PVC well casings will be installed, each at different depths and targeting different parts of the aquifer. Despite being nested in the same boring, the two casings function independently in the same way as they would if they were located in separate borings some distance apart. Therefore, four (4) nested, dual completion wells equal 8 individual wells.

The purpose of installing these additional monitoring wells is to fill data gaps in the County's existing monitoring network and improve the characterization of shallow hydrogeologic conditions, particularly for shallow aquifer zones near important surface water aquatic habitats and groundwater dependent ecosystems. These new wells are expected to become Sustainable Groundwater Management Act (SGMA) representative sites for the Subbasin for the purposes of tracking measurable objectives and minimum thresholds which were established for the Subbasin in the County's Groundwater Sustainability Plan (GSP) which was submitted to DWR on January 31, 2022.

Once installed, self-contained water level data loggers will be installed and subsequent monthly to semiannual visits will be made to retrieve the data and perform maintenance.

The easement will be in effect for an initial period of ten (10) years, after which Realty Income, Inc. may extend the term of the easement upon written request by the County.

Drilling of the wells is scheduled to commence on January 9, 2023, and must be completed no later than May 31, 2023, to conform with the grant agreement.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Napa County
1195 Third Street, Suite 310
Napa, CA 94559
Attn: Clerk of the Board

Exempt from recording fees: Gov Code §27383
Exempt from documentary transfer tax:
Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TEMPORARY MONITORING WELL AND ACCESS EASEMENT AGREEMENT

Napa County Two Dual Completion Monitoring Wells Project ("Project")

This Temporary Monitoring and Access Easement Agreement for the Napa County Two Dual Completion Monitoring Wells Project ("Agreement") is entered into as of the last date of execution, below, by and between Napa County Groundwater Sustainability Agency ("Grantee") and Realty Income Properties 2, LLC, a Delaware limited liability company, the undersigned owner(s) ("Grantor") of that certain real property more commonly known as Napa County Assessor's Parcel Number 022-033-007-000, or 022-010-029-000, and 030-110-027-000 ("Property"). All references to "Grantee" shall include Grantee's officers, agents, employees, volunteers, contractors, and subcontractors performing work for Grantee pursuant to this Agreement.

RECITALS

WHEREAS, Grantee received a grant from the State of California Department of Water Resources to install two (2) nested, dual-completion, long-term (used for a minimum of 10 years) monitoring wells located on a portion of the Property in the Napa Valley Subbasin as shown on the Technical Provisions for Monitoring Wells in Exhibit A ("Technical Provisions for Monitoring Wells"), attached hereto and incorporated herein by reference, for purposes of measuring groundwater conditions and compliance with the Sustainable Groundwater Management Act (SGMA) and all applicable Federal, State and local statutes, rules, regulation and ordinances; and

WHEREAS, Grantee requires access to two (2) wells installed under this Agreement on the Property as shown on the Technical Provisions for Monitoring Wells for purposes of groundwater monitoring and compliance with the Sustainable Groundwater Management Act (SGMA) and all applicable Federal, State and local statutes, rules, regulation and ordinances; and

WHEREAS, two (2) nested, dual-completion, long-term monitoring wells will be drilled to depths of up to approximately 100 feet ("Wells") and a minimum depth of ninety (90) feet. Installation will involve allowing drill rigs and other vehicles to access parcel property for well completion. Once installed, initial frequent visits will be made to install self-contained water level data loggers then subsequent monthly to semiannual visits will be made to retrieve data and maintain operations; and

WHEREAS, the Wells will be installed on the Property) and;

WHEREAS, the Grantee has conducted the necessary review of the Project pursuant to the California Environmental Quality Act ("CEQA"); and

WHEREAS, Grantor has been given an opportunity to review and comment on the Technical Provisions for Monitoring Wells; and

WHEREAS, in order to proceed with construction and monitoring, Grantee wishes to obtain, and Grantor wishes to grant, a non-exclusive temporary construction and access easement over the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, without any warranties and subject to all matters of record, and Grantee hereby accepts a non- exclusive temporary easement in gross for the drilling, installation, operation, maintenance, inspection, monitoring, repair and replacement, at Grantee's sole cost and expense and in compliance with all applicable Federal, State and local statutes, rules, regulation and ordinances, of two (2) Wells to monitor the groundwater on the Property. The easement area shall be located, on the portion of the Property depicted as "Proposed MW Locations on TWE Property" on Figures 3 and 4 in the Technical Provisions for Monitoring Wells with the Well being located at the coordinates indicated in the table below and with the Well being the center point of the easement area and the easement area extending ten (10) feet to each side from the final drill location of the Well ("Easement Areas"). Further, Grantor grants to Grantee, without any warranties and subject to all matters of record the non-exclusive temporary right of reasonably necessary ingress and egress over all reasonable roadways located on the remainder of the Property that are leading to the Easement Areas for the sole purposes of accessing the Wells and exercising the rights herein granted (the "Easement"); provided, however, that Grantee shall exercise its rights hereunder so as to not materially interfere with or impair the business operations on the Property by Grantor and its tenants occupants, lessees, agents, officers, directors, employees and other appointees, invitees or designees which business operations shall include but not be limited to pedestrian or vehicular access to and from the Property or the visibility of any signage on the Property. Grantor further agrees that its use of the Easement or the Wells shall not cause damage to, or removal or relocation of or otherwise harm any grape vines growing on the Property. Grantor reserves the right to the full use and enjoyment of the Easement Area subject to the rights herein granted to Grantee. Notwithstanding anything in the Easement to the contrary, (a) Grantee accepts the Property as is, where is, with all faults; (b) Grantor makes no representations or warranties of any kind, either express or implied, with respect to the Property or the condition thereof; and (c) the rights granted by the Easement are subject to all matters of record and applicable laws to which the Property is subject, and to any state of facts which a new survey or physical inspection of the Property might disclose.

2. The Wells will be installed on and the Property at the approximate latitude/longitudinal coordinates as shown in the table below for each respective parcel. The area marked as "Bale Lane #1" on Figure 3 of Exhibit A with the coordinates specified below shall be the preferred location for the installation of one of the Wells. Notwithstanding the foregoing, if Bale Lane #1 is not accessible for drilling and installation of one of the Wells, Grantee may install one of the Wells in the area marked as "Bale Lane # 2" on Figure 3 of Exhibit A, with the coordinates specified below. For the avoidance of doubt, only one (1) of the Wells shall be installed on either of the parcels 022-033-007-000 or 022-010-029-000. The second one of the Wells shall be installed at parcel 030-110-027-000.

Site Name	Latitude	Longitude	APN
Bale Lane #1 (Preferred Location)	38.555595	-122.513463	022-033-007-000
Bale Lane #2 (Backup Location)	38.555497	-122.514279	022-010-029-000
Rutherford Rd	38.463752	-122.414660	030-110-027-000

The exact coordinates of the Wells will depend on driller accessibility and Grantor preferences. In the event of a change as to the location of any of the proposed Wells, Grantee shall provide Grantor and Grantor's tenant updated drawings and coordinates for Grantor and Grantor's tenant's review and approval not to be unreasonably withheld, conditioned or delayed, prior to the installation of the Wells. Notwithstanding anything to the contrary contained herein, the updated coordinates of the Wells shall be in the immediate vicinity of the coordinates referenced above and not in a completely different location on the Property. For the avoidance of doubt, other than the installation of the Wells permitted by this Agreement, no invasive testing shall be permitted on any part of the Property.

3. Term of Easement. The Easement shall continue in effect for an initial period of ten (10) years ("Initial Term"). After the expiration of the Initial Term, Grantor, at Grantor's sole discretion, may extend the term of this Easement upon Grantee written request. If Grantee no longer requires access and monitoring of the Well during the Initial Term, it shall promptly provide written notice to Grantor and, at Grantee's sole cost and expense, thereafter properly abandon and decommission the Well in compliance with all applicable Federal, State and local statutes, rules, regulation and ordinances restore any property damage to the Property resulting from the decommissioning of the Wells and return the Property to as good as a condition existing as of the date of this Agreement.

4. Notice of Entry. Grantee will coordinate its entry and all activities on the Property in compliance with the terms of this Easement with Grantor and Grantor's tenant by noticing Grantor and Grantor's tenant (in writing to the addresses for notices below) at least 48 hours over the course of two (2) business days in advance of entering the Property. Grantee shall comply with all of Grantor's tenant's health and safety procedures during any period for which they are on the Property and must check in with Grantor's tenant's vineyard manager upon entrance on the Property. If a representative of Grantor or Grantor's tenant reasonably believes that Grantee's Work or activity on the Property is creating or could create an interference with its Tenant's ordinary use of the Property, then Grantor or Tenant shall immediately notify Grantee and Grantee shall immediately cease or cause the cessation of such Work/activity until the interference is remediated to Grantor's and Tenant's reasonable satisfaction. Grantee may only enter and exit the Property at the points of entry approved by Grantor or Tenant.

5. Construction, Maintenance and Removal of the Well. Grantee shall exercise its rights under this Easement ("Work") pursuant to terms of this Easement at Grantee's sole cost and expense, and all Work shall be performed: (i) in a good and careful and workmanlike manner; (ii) in accordance with all applicable laws, codes, regulations, and ordinances, and (iii) free of all claims or liens. Grantee shall, at its sole expense, promptly repair and restore any property damage to the Property resulting from the exercise of the rights granted herein. Following installation of the Wells, Grantee shall provide Grantor an as-built survey depicting the Wells and the Easement Area.

6. Grantee's Standard of Care; Waiver and Release; Indemnification. Grantee shall use due care in the exercise of its rights hereunder and shall not materially interfere with or impair Grantor's or its tenant's occupants, lessees, agents, officers, directors, employees and other appointees, invitees or designees operations on the Property when exercising its rights under the terms of this Easement. Grantee shall promptly repair any damage resulting from the Project and the Work and shall restore any alterations constructed by Grantee on the Property which are not consistent with the Well described in Exhibit A. Grantee accepts any and all risks of loss (including, without limitation, the loss of personal property, equipment, supplies and materials), liability, damage, injury or fatality in connection with Grantee's entry, Work or activities on the Property to construct the Wells and will indemnify, defend, protect and hold harmless Grantor and its tenants occupants, lessees, agents, officers, directors, employees and other appointees, invitees or designees against all actions, claims, demands, suits, liabilities, losses, damages, injury, fatality, costs and expenses (including court costs and attorneys' fees), related to or arising out of Grantee's entry, Work or activities on the Property (collectively, "Claims"). Grantee shall further indemnify, defend, protect and hold Grantor and its tenant's occupants, lessees, agents, officers, directors, employees and other appointees, invitees or designees harmless from any Claims resulting from Grantee's exercise of its rights and obligations under this Easement in a manner that is inconsistent with the design of the Project. This indemnification (a) shall survive the expiration or termination of the Easement in relation to acts or omissions occurring prior to such dates during the term of the Easement Agreement; (b) shall not be limited by reason of any insurance carried by Grantee, Grantor, or any tenant of the Property; and (c) shall extend to any tenant or occupant of the Property.

7. Grantor's Cooperation. During the term of the Easement and thereafter for so long as the Project is being maintained, Grantor agrees to refrain from any intentional acts that would directly jeopardize the structural soundness of the Wells provided that Grantor has no obligation whatsoever to take any affirmative acts to repair or maintain the Wells. Furthermore, Grantor agrees to coordinate with the Grantee to allow maintenance by the Grantee as described above to protect the Wells built as part of the Project. If the Wells are jeopardized in any way, once such risk is discovered by Grantor, Grantor also agrees to notify Grantee or its assigns of any discovery of such risks.

8. Compliance with Laws. The parties shall comply with all applicable statutes, ordinances, orders, permits, licenses, approvals, authorizations and other requirements of any kind (collectively, "Laws") relating to use of the Easement or Work.

9. Insurance. Throughout the term of this Agreement, Grantee shall procure and maintain in full force and effect (and cause its contractors and subcontractors to maintain in full force and effect) commercial general public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Paragraph 5 above), death, or property damage arising out of the Grantee's use of the Easement Area or the entry onto the Grantor's Property, with single limit coverage of not less than an aggregate of Two Million Dollars ($2,000,000.00) including umbrella coverage, if any, and naming Grantor, Grantor's tenant and Grantor's successors in the event of a change thereof (provided Grantee has been supplied the name of the successor to Grantor in the event of a change in ownership), as additional insureds.

10. Recordation. This Agreement shall be recorded in the Official Records of Napa County. Upon expiration or termination of this Agreement, as applicable, Grantee, at its sole cost and expense, shall execute and record a quitclaim deed (or similar notice) evidencing termination of the Agreement and releasing any and all interest in Grantor's parcel relating thereto.

11. Assignment. This Agreement shall not be assigned by Grantee to any other party except as provided herein without the express written consent of Grantor, which consent shall not be unreasonably withheld.

12. Binding Effect. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land pursuant to applicable law, including, without limitation, California Civil Code Sections 1467, 1468, 1469 and 1470, and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and personal representatives.

13. Provision of Material to Grantor. Copies of all reports, memoranda, data, and photographs resulting from the entry and investigation shall promptly be provided to Grantor without cost to Grantor. A representative of Grantor or its Tenant may be present while the Work is being performed, and, if requested by the Grantor or Tenant representative, will be provided with splits of any samples taken by Grantee or those working for it.

14. Condition of the Property. Grantee will return the Property to the same condition in which it was found. Grantee will pay Grantor for any damage to the Property or pay to Tenant any damage to Tenant's improvements that is not so restored by Grantee. This obligation shall survive the expiration or sooner termination of the Easement.

15. Environmental Condition. The granting of this Easement by Grantor is not intended, nor should it be construed, as an admission of liability on the part of the Grantor or the Grantor's successors and assigns for any contamination discovered on the Property.

16. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief that may be granted, its reasonable expenses, attorneys' fees and cost.

17. Notices. Any notification required under this Agreement shall be provided to the parties at the following address and phone number, or at such other addresses as either party may subsequently designate by written notice:

GRANTEE:

Brian Bordona, Acting Director, Planning, Building And Environmental Services Department
Napa County, 1195 Third Street, Suite 201 Napa,
California 94559
Tel: (707) 253-4805

GRANTOR:

Realty Income Properties 2, LLC
Attn: Legal Department
11995 El Camino Real
San Diego, CA 92130
(858) 284-500
notices@realtyincome.com

TENANT :

Treasury Wine Estates

_____

18. Reserved.

19. Captions. The captions in this Agreement are for convenience only and are not part of this Agreement. The captions do not in any limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

20. Reserved.

21. Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any persons or circumstances shall be held to be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law.

22. Counterparts. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, binding on all parties.

23. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any of the Property to or for the general public. However, the Well shall remain the property of Grantee.

24. Amendments. Any modifications or amendments of this Easement must be in writing. This Agreement may only be amended in writing signed by both parties.

25. Entire Agreement. This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes any previous oral or written agreements between the parties.

26. Subordination of Deeds of Trust. Any mortgage or deed of trust affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Agreement. Upon foreclosure of or sale under a power of sale contained in any such mortgage or deed of trust, the purchaser shall acquire title to such Property subject to the terms of this Agreement. To the extent required, Grantor shall use its best efforts to obtain from the beneficiary of any mortgage or deed of trust presently recorded against and affecting the Property, its written consent to this Agreement and agreement that its mortgage or deed of trust shall at all times be subject and subordinate to the terms of this Agreement. The refusal by the beneficiary of any mortgage or deed of trust to consent and subordinate to this Agreement shall not constitute a breach of this agreement by Grantor.

27. Authority. Each of the individuals executing this Agreement on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

28. Governing Law. This Agreement will be construed and interpreted in accordance with the laws (excluding conflict of laws principles) of the State of California.

Signatures follow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date of execution below.

Date: November 22nd, 2022

REALTY INCOME PROPERTIES 2, LLC,
a Delaware limited liability company

By: Realty Income Corporation,
a Maryland corporation,
its sole and managing member

Approved As To Form
Legal Department
L. Tehrani

By _____
DANIEL HAUG
SVP & Associate General Counsel

"GRANTOR"

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On this 22nd day of November, 2022 before me personally appeared Daniel Haug, the SVP & Associate General Counsel of Realty Income Properties 2, LLC, a Delaware limited liability company, on behalf thereof.

PAULINE THOMAS
Notary Public - Arizona
Maricopa County
Commission # 637439
My Comm. Expires Nov 9, 2026

_____
Notary Public

My Commission expires: 11/9/26

NAPA COUNTY GROUNDWATER
SUSTAINABILITY AGENCY (NCGSA)

By_____
RYAN GREGORY, Chair
NCGSA Board of Directors

"GRANTEE"

APPROVED AS TO FORM Office of County Counsel By: Deputy County Counsel Date: 11/29/2022 Doc.	APPROVED BY THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Treasury Wine Estates Americas Company, a Delaware corporation ("Tenant") hereby consents to the terms of this Temporary Monitoring Well and Access Easement Agreement ("Temporary Easement"), and further acknowledges and agrees that its leasehold interest in the subject real property owned by Realty Income Properties 2, LLC, a Delaware limited liability company ("Landlord") shall be deemed to be subordinate, inferior and subject to this Temporary Easement, notwithstanding that this Temporary Easement was created subsequent in time to the Lease Agreement dated June 23rd, 2010, as amended, for which a Memorandum of Lease dated December 28th, 2015, was recorded on December 30th, 2015, under Document No. 2015-0031932. Tenant hereby acknowledges and agrees to perform the obligations of Landlord under this Temporary Easement, for so long as Tenant holds a leasehold interest in the subject real property owned by Landlord.

Treasury Wine Estates Americas Company,
a Delaware corporation

By:_____
Name: Ben Dollard
Title: President

GUARANTOR'S CONSENT

The undersigned, Guarantor under that certain Guaranty of Lease dated as of January 10, 2017 ("Guaranty") entered into in connection with the above-referenced Lease, hereby consents to the terms of this Temporary Easement, as set forth above, and acknowledges that the Guaranty shall continue to apply to the full performance of each and all of the terms, covenants and conditions of the Lease, as so amended, to be kept and performed by Tenant under the Lease, as so amended.

GUARANTOR:

Treasury Wine Estates Limited

By:_____
Name: Tim Ford
Title: Chief Executive Officer

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Treasury Wine Estates Americas Company,
a Delaware corporation

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Treasury Wine Estates Limited

By: _____
Name: Tim Ford
Title: Chief Executive Officer

EXHIBIT A

TECHNICAL PROVISIONS FOR MONITORING WELLS

Napa County Two Dual-Completion Monitoring Wells Project

1.1 GENERAL REQUIREMENTS

1.1.1 SCOPE OF WORK

A. Purpose - Two dual-completion monitoring wells are to be constructed at four (4) different sites located in the County of Napa, California. The monitoring wells will be used to sample and monitor groundwater quality and groundwater depth.

B. Test Hole Drilling and Monitoring Well Construction

1. The Work to be completed under this Contract will consist of furnishing all materials, labor, equipment, fuel, tools, transportation and services for the drilling and sampling of test holes at the selected sites. The test holes shall be converted to permanent monitoring wells.

2. At each site, one test hole shall be drilled to an approximate depth of 100 feet below ground surface. The actual depth of each test hole will be determined by the Engineer based on the lithology encountered.

3. Continuous cored samples will be collected from within each test hole from ground surface to the total depth of the borehole. Cores and drill cuttings of the formations encountered will be collected and a driller's log will be prepared to define the encountered lithology.

4. Test holes will be drilled utilizing the auger method. The diameter of the bore holes shall be a minimum of 10-inches.

5. Well casing and screens shall be constructed of 2-inch, Schedule 40, F480-88A PVC pipe and 2.5-inch, Schedule 40, F480-88A PVC pipe. Each dual-completion monitoring well shall be constructed with one 2-inch and one 2.5-inch casing string.

6. All cuttings and any drilling waste shall be contained. The Contractor shall take ownership and lawfully dispose of the waste. Napa County will provide a central location for cuttings disposal subject to verification that the cuttings are free of contamination.

C. Preliminary Monitoring Well Design

1. A preliminary monitoring well design is depicted in the Plans.

2. A graded gravel envelope will be placed in the annulus between the

well casing and the borehole wall from the bottom of the borehole to the level specified in the final well design. A 5-foot thick bentonite seal will be placed between the two piezometers at a depth specified in the final well design. A one-foot transition seal of fine sand will be placed on top of the graded gravel envelope. A sanitary/annular seal consisting of neat cement shall be placed on top of the transition sand and extend to the ground surface.

D. Local and State Standards

All drilling and well construction activities shall comply with local and State standards. If a conflict arises between the Technical Provisions and regulatory requirements, the Contractor shall immediately notify the Engineer and not proceed until the Engineer resolves the conflict.

1. It is the Contractor's sole responsibility to procure, pay for, and satisfy all well, encroachment, and construction related permits.

1.1.2 LOCATION AND LOCAL CONDITIONS

1. The project sites are located in the County of Napa, CA. as shown in the Plans.

2. The geology in the project area consists of interbedded clays, silts, sandy clays, sands, gravels, and possible cobbles.

1.2 MATERIALS

1.2.1 CERTIFICATES OF COMPLIANCE

The Contractor shall provide certificates of compliance as specified herein.

A. Items Requiring a Certificate of Compliance

1. The Contractor shall submit to the Engineer for approval, certificates of compliance for the following materials:

a) Cement Grout Sealing Material
b) Blank Well Casing
c) Well Screen
d) Gravel Envelope Material

2. No material shall be incorporated into the Work until certificates of compliance have been approved by the Engineer.

B. Content of Certificates of Compliance

1. Certificates of compliance from the Contractor, suppliers, and/or

manufacturers, shall clearly indicate that the material to be delivered to the job site will meet all requirements of the project Technical Provisions. A certificate of compliance shall include, but not be limited to the project title, delivery location, date (or approximate date) of delivery, name of the material with appropriate classification or model numbers, quantity, name of the manufacturers, statement of compliance with all requirements of the Technical Provisions, and the name, title and signature of the certifying agent.

2. A factory or mill certification (laboratory test report) shall be submitted with the certificates of compliance for all components of the casing assembly. The factory or mill certification shall not be a substitute for the certificate of compliance, unless it contains all information required for a certificate of compliance as described above.

3. Insufficient, incomplete, or unclear certificates will be rejected and the Contractor shall be responsible for all delays caused by any need for re-submittal.

C. New Materials - All materials provided by the Contractor shall be new.

1.2.2 MATERIALS SPECIFICATIONS

A. Sealing Material - Sealing material, consisting of neat cement shall be employed for surface/annular sealing of the wells and abandonment purposes if required.

1. The sealing material shall be composed of one 94-pound sack of Portland cement and approximately 5-6 gallons of clean water.

B. Well Casing and Screen Material

1. The PVC well casing and well screen for the monitoring wells will be made of ASTM F480-88A Schedule 40 PVC. The ends of each joint shall be threaded and coupled with O-ring seals. The blank casing will be 2-inch Schedule 40 PVC, ASTM F480-88A, and 2.5-inch Schedule 40 PVC, ASTM F480-88A. The well screen shall be fabricated from the same material as the blank casing. The perforations shall be machine cut horizontal slots, with openings of 0.030-inch.

2. The bottom of each PVC casing assembly shall be furnished with PVC threaded end of the same schedule and size as the casing and the same specifications as described herein.

C. Gravel Envelope - The sand used for the gravel envelope shall be hard, water-worn, and washed clean of silt, fine sand, dirt, and foreign matter (crushed gravel will not be accepted). It shall be well rounded and graded. The gravel envelope material is specified to be #8 SRI sand or approved equal. Alternative

materials are subject to the approval of the Engineer. A description and sieve analysis of gravel packing materials to be delivered to the site must be submitted prior to the use of the material in the Work. The gravel, if stockpiled at the well site, shall be protected and kept free of foreign matter.

D. Transition Sand Seal - The sand used for the transition sand seal will be #30 mesh sand. The transition sand shall be delivered to the site in 50 pound sacks.

1.3 TEST HOLE DRILLING AND MONITORING WELL CONSTRUCTION

1.3.1 MOBILIZATION

A. General

1. Mobilization shall include acquisition of the necessary drilling and well construction permits; transportation of personnel, equipment, and operating supplies to and from the sites, establishment of portable sanitary facilities, preparing a work site sufficient to support equipment and personnel in a safe and workman-like manner, and other preparatory work at the site required by the Contractor for his/her operations.

2. The Contractor shall be responsible for ensuring that all the conditions of the drilling and well construction permits are met and that all required notifications are made in a timely manner as required.

3. The Contractor shall mark each drilling location and arrange for underground utility surveys. Work at a site cannot commence until the site is cleared of underground utilities.

4. The Contractor shall provide the appropriate auger drilling rig to complete the test holes/monitoring wells as specified in the plans and for the particular site conditions. The Contractor shall also provide all tools, accessories, power, fuel, materials, supplies, and lighting necessary to conduct efficient drilling operations. The drilling unit shall be in good condition and of sufficient capacity to perform the specified drilling and well construction.

5. The County of Napa will provide a central location where the drilling rig may be stored overnight provided the Contractor will use the drilling rig on the next working day for well construction for the project.

1.3.2 TEST HOLE DRILLING

A. Scope - The test holes shall be drilled using the hollow stem auger method. The diameter of the borehole shall be a minimum of 10-inches. The final depth of the test hole will depend on location and the lithology encountered while drilling and will be determined by the Engineer. It is anticipated that the test holes will

be drilled to an approximate depth of 100 feet below ground surface.

B. Methods

1. The test hole shall be drilled using the hollow stem auger drilling method of construction.

2. The drilling operations shall be conducted using equipment that is adequate to reach the depth and perform the evaluations specified in the Technical Provisions. If, in the opinion of the Engineer, the Contractor's equipment is not capable of satisfactorily performing the specified work, the Contractor, at his/her own expense, shall substitute equipment satisfactory to the Engineer.

3. The Contractor shall keep records providing the following information:

a) A record of construction activities for each shift.

b) All measurements for depths shall be referenced to the existing ground surface at the well site.

4. During the drilling of the test hole, the Contractor shall collect continuous core samples using the split barrel sample collection procedure as outlined in ASTM D1586-11L: *Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils,* or an equal method approved by the Engineer. The Contractor shall deliver samples to the Engineer.

1.3.3 WELL CASING AND SCREEN

A. Scope - This item shall consist of furnishing and installing blank casing and well screen as specified in the Engineer's final design.

B. Methods

1. With the drilling string still in the borehole, the casing assembly shall be installed within the inside of the drill pipe in accordance with the final well design for casing installation furnished by the Engineer. Care shall be taken to ensure that the casing is centered within the drill pipe.

2. The casing assembly shall be installed to the specified depth supported above the ground surface. The casing shall be capped to insure that foreign particles are prevented from entering the casing.

3. If, for any reason, the casing cannot be landed in the correct position or at a depth acceptable to the Engineer, the Contractor shall remove the casing, redrill the borehole and reinstall the casing to the specified depth. If the casing cannot be removed from the borehole the

contractor shall construct another well immediately adjacent to the original location and complete the well in accordance with these Technical Provisions at no additional cost to the Engineer. The abandoned hole shall be sealed in accordance with these Technical Provisions and in accordance with any laws pertaining to proper well abandonment at no additional cost to the Engineer.

4. If any of the casing assemblies collapse prior to well completion, the remaining hole shall be abandoned in accordance with these Technical Provisions at no cost to the Engineer. A replacement borehole and well shall be drilled and constructed at an adjacent location as directed by the Engineer.

1.3.4 GRAVEL ENVELOPE AND TRANSITION SAND SEALS

A. Scope - This item shall consist of providing and installing coarse grained sand opposite the screen intervals and a fine sand transition seal between the coarse sand and the cement annular/sanitary seal, as specified by the Engineer, in the annulus between the casing and screens and the well bore of each well.

B. Methods

1. The gravel will be placed in the annulus between casing assembly and the inside of the drill string and brought up to a level within the annulus so that when a drill flight is removed sand will fill the annulus between the casing and the drill string. Sufficient sand will be placed inside the drill string so that sand will still remain in the drill string when a flight is removed. This procedure will be repeated until the gravel envelope is to the level specified in the final well design for casing installation furnished by the Engineer.

2. The fine sand transition seal will be placed in the annulus between the casing assembly and the inside of the drill string and brought up to a level within the annulus so that when a drill flight is removed sand will still fill the annulus between the casing and the drill string. This procedure will be repeated until the transition seal is to the level specified in the final well design for casing installation furnished by the Engineer.

3. The quantities of gravel placed in the annulus of each well shall not be less than the computed volume of the annulus. A quantity less than the computed value will be judged as an indication of voids, and corrective measures shall be taken by the Contractor.

4. If the volume of gravel installed in the annulus is less than the theoretical volume, the well may be rejected by the Engineer.

5. Gravel packing and transition seal placement shall continue

uninterrupted until the gravel pack reaches the depth of the surface seal.

1.3.5 SANITARY SEAL

A. Scope - This item shall consist of providing and installing a neat cement sanitary seal in the annulus between the casing and the borehole of each well.

B. Methods

1. Before installing any sanitary seal material, any flights remaining in the borehole shall be removed.

2. The sanitary seal sealing material will be poured from the surface into the annulus from the top of the fine sand transition seal to 12-inches from the finish grade if the seal depth is less than 20 feet below ground surface and no water is present in the borehole. If the top of the fine sand transition seal is more than 20 feet below ground surface, or if there is water in the borehole, the sealing material will be placed using the tremie pipe method.

3. Sealing operations shall continue uninterrupted until the seal is installed to the specified depth.

1.3.6 MONITORING WELL DEVELOPMENT

A. Scope - This item shall consist of utilizing airlift pumping and surging, surge block and bailing, or other approved method(s) in order to remove drilling fluids and to develop the gravel envelope and near-wellbore region prior to groundwater sampling.

B. Methods - Development of each monitoring well piezometer shall continue until the discharge water is sand-free and the following turbidity guidelines are achieved after surging:

- for piezometers that produce less than 2 gpm, a turbidity of 10 NTU within two casing volumes of purging
- for piezometers that produce at least 2 gpm, a turbidity of 5 NTU must be achieved within two casing volumes of purging.

1.3.7 SURFACE COMPLETION

A. Scope - This item shall consist of furnishing and installing surface completions as depicted on the plans and in accordance with State and local standards.

B. Methods

1. Above Ground Surface Completions

a. The Contractor shall excavate a square hole extending fourteen inches from the outside of the borehole and six (6) inches below ground surface. A square wood form 6 inches deep shall be placed on the ground surface to form the concrete pedestal above the ground surface as shown in the Plans. A steel reinforcing wire mesh, with a maximum six-inch square opening, will be placed in the form and supported four-inches above the bottom of the excavation.

b. A steel riser (minimum of 5 feet long including cover) having a minimum outside diameter of 8 inches with a minimum wall thickness of 3/16 inches shall be used. A locking steel cover shall be attached to the riser, as shown in the Plans.

c. The riser shall be suspended above the top of the well such that the top of the riser is 3 feet above grade. A concrete slurry shall then be poured and tamped on top of the annular seal such that the riser is set in concrete. The concrete will be poured and tamped until it is approximately 3 inches below grade. The remaining portion of the excavation and the wood form will then be poured with concrete slurry, tamped and finished with a graded surface which shall slope gently away from the riser.

d. The finished concrete pedestal shall be 12 inches in thickness and 6 inches above grade. The riser set in the center of the pedestal will extend 3 feet above grade. The steel riser shall be painted with high visibility, high grade rust resistant paint.

e. The Contractor shall install protective bollards around the concrete pedestal as shown on the Plans. Four bollards will be placed 24-inches from the center of the steel riser, perpendicular to the sides of the pedestal. Each 4-inch diameter bollard will extend 4-feet above ground surface. Bollards will be cemented in a minimum 8-inch diameter hole excavated to a minimum depth of 30-inches. The bollards will be painted with high visibility, high grade rust resistant paint.

2. Flush Mount Surface Completions

a. All below ground (flush mount) well completions will be housed in a traffic rated valve box with a cast iron lid and locking ring. The valve box will be a Morrison Series 519 manhole or approved equal.

b. The Contractor shall excavate a hole large enough to allow for a 4-inch apron of concrete around the manhole at ground surface to a depth of 16-inches to allow for the installation of the specified manhole.

c. The box will centered over the well casing and set flush with existing grade.

d. A concrete slurry shall then be poured and tamped on top of the annular seal and brought to grade level such that the box is set in concrete.

1.3.8 TEST HOLE ABANDONMENT

A. General - If directed by the Engineer, a test hole shall be destroyed in accordance with State and local standards for the construction and destruction of wells and other deep excavations.

B. Methods – Neat cement shall be injected from the bottom of the borehole by means of pumping equipment and a tremie pipe. The tremie pipe may be raised as the grout is placed but the discharge end must be submerged in grout at all times until the grouting is completed. The test hole shall be filled with cement grout to within 5 feet of the ground surface. The balance of the hole shall be filled with native material to the ground surface.

1.3.9 REJECTED BOREHOLE OR WELL

A. General - No payment will be made for any labor or materials involved in the construction of any borehole or well when such a hole fails to reach the specified or directed final depth and/or diameter for any preventable cause, or when such a test hole fails to meet these Technical Provisions. Such holes will be rejected and shall be replaced as specified herein. Preventable failures include any failure caused by faulty or inadequate drilling equipment, failure caused by negligence or improper drilling operations or techniques, failure caused by the installation of faulty or non-approved materials, or failure caused by improperly protecting drill holes and drilling work from the natural elements, including cave- ins resulting from existing soil conditions.

B. Abandonment of a Rejected Borehole or Well -- Any rejected borehole or well shall be abandoned at no additional cost to the Owner and in accordance with provisions of Section 1.3.7. Any casing remaining in the hole shall be cut off at a depth of five feet and the upper portion thereof removed.

C. Non-Payment for Borehole and Well Abandonment - No payment will be made for the abandonment of a rejected borehole or well. The cost of abandonment shall be borne by the Contractor.

D. Replacement of a Rejected Borehole or Well - Any rejected borehole shall be replaced by another hole adjacent to the first, or at a location as directed by the Engineer.

1.3.10 STANDBY TIME/LABOR

1.3.10.1 STANDBY TIME

Within one (1) hour after the completion of test hole drilling and logging operations, the Engineer will provide the final well design. Such time ***will not*** be considered standby time.

During the drilling operations, it may be necessary for the Engineer to perform work or analysis that will require the drilling crew and equipment to stand idle. In such an event, the Engineer shall request the Contractor to cease operations and shall state the anticipated extent or duration thereof. The Contractor shall promptly cease operations.

1.3.10.2 LABOR

During the course of the project, the Engineer may direct the Contractor to perform work that is not explicitly defined in these Provisions. In such an event, the Engineer will request in writing to the Contractor the additional work be performed.

1.3.11 RECORDS

A. Scope - The item consists of preparing final records of the drilling and well construction.

B. Well Completion Records -- Prior to final acceptance of a test hole or well, the Contractor shall prepare and deliver to the Engineer a Well Completion Report in the format required by the State of California. The owner of the well listed on the Well Completion Report shall indicate the County of Napa.

C. Final Prints - The Contractor shall prepare two (2) final prints of the daily tour reports, drilling logs, and as-built construction drawings. As-built construction documentation will include GPS coordinates for each monitoring well.

1.3.12 SITE CLEAN-UP AND RESTORATION

A. Scope - This item shall consist of restoring the work site to its original condition after work is completed.

B. Methods - The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at completion of the Work, he/she shall remove all waste materials, rubbish, and debris from and about the well site as well as all tools, construction equipment, fuel tanks, machinery and surplus materials. The Contractor shall leave the site clean and ready for use by the Engineer. The Contractor shall restore to their original condition all temporary work areas. The Contractor is responsible for any damages to properties adjacent to the sites caused by drilling or construction activities associated with the Work described herein.

Napa County
Monitoring Well Installation
Payment and Bid Sheet

Item No.	Description	Unit of Measure	Unit Price	Quantity	Extended Price
1	Well Site Mobilization	Lump Sum		1	
2	Site-to-Site Mobilization	Lump Sum		3	
3	Test Hole Drilling	Linear Foot		400	
4	Geophysical Logging	Lump Sum		1	
5	Borehole Reaming	Linear Foot		300	
6	Blank Casing - 2" Sch 40 PVC	Linear Foot		380	
7	Well Screen - 2" Sch. 40 PVC w/0.030" Slot Size	Linear Foot		40	
8	Blank Casing - 2.5" Sch 40 PVC	Linear Foot		220	
9	Well Screen - 2.5" Sch. 40 PVC w/0.030" Slot Size	Linear Foot		40	
10	Gravel Envelope and Intermediate Seals	Linear Foot		320	
11	Annular Seal	Linear Foot		80	
12	Well Development	Each		8	
13	Surface Completion - Above Ground	Each		4	
14	Fluid/Cuttings Containment	Lump Sum		1	
				Total Pric	

Bidder: _____

Signed: _____

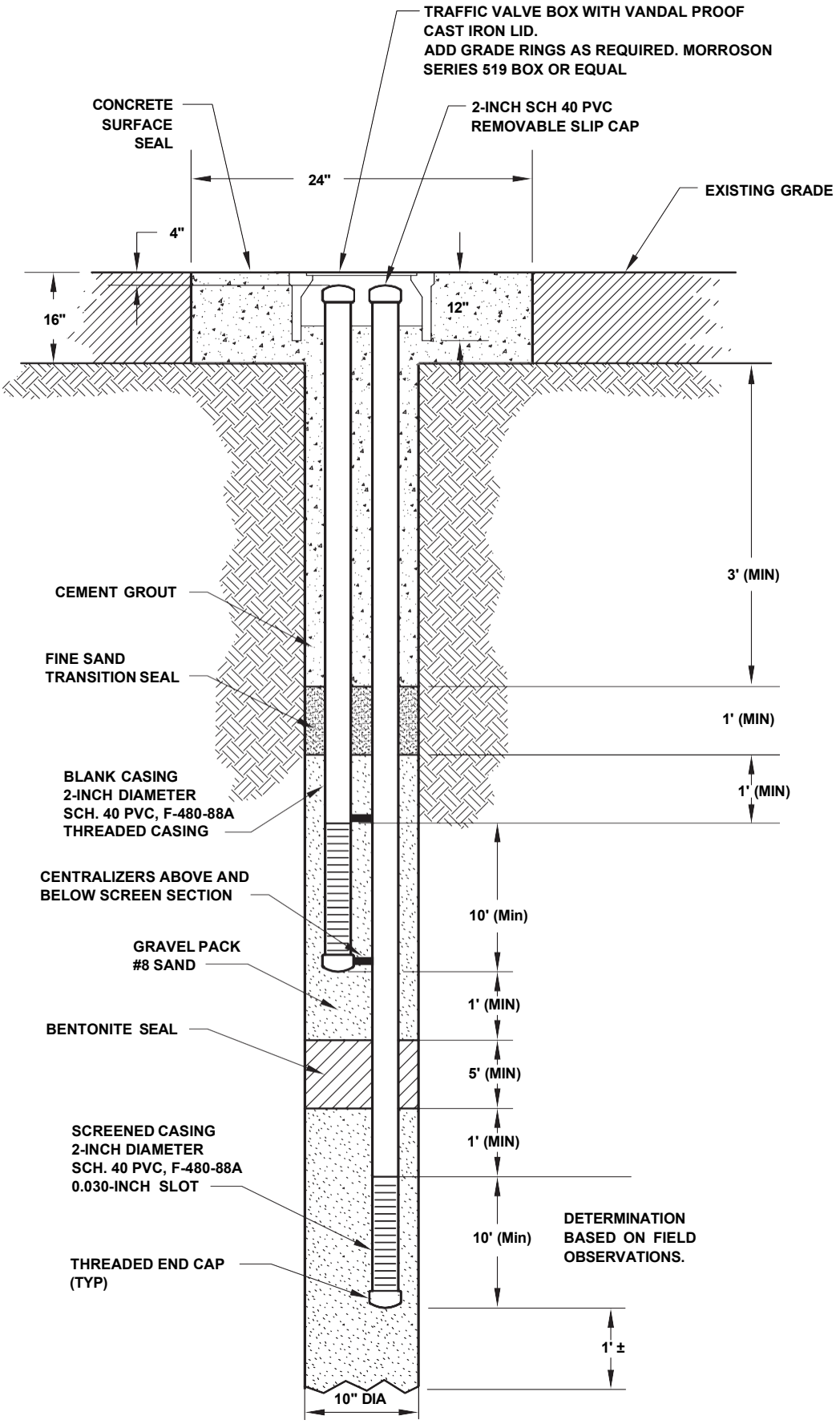
Date: _____

Luhdorff & Scalmanini
Consulting Engineers

BLANK CASING
2-INCH DIAMETER
SCH. 40 PVC, F-480-88A
THREADED CASING

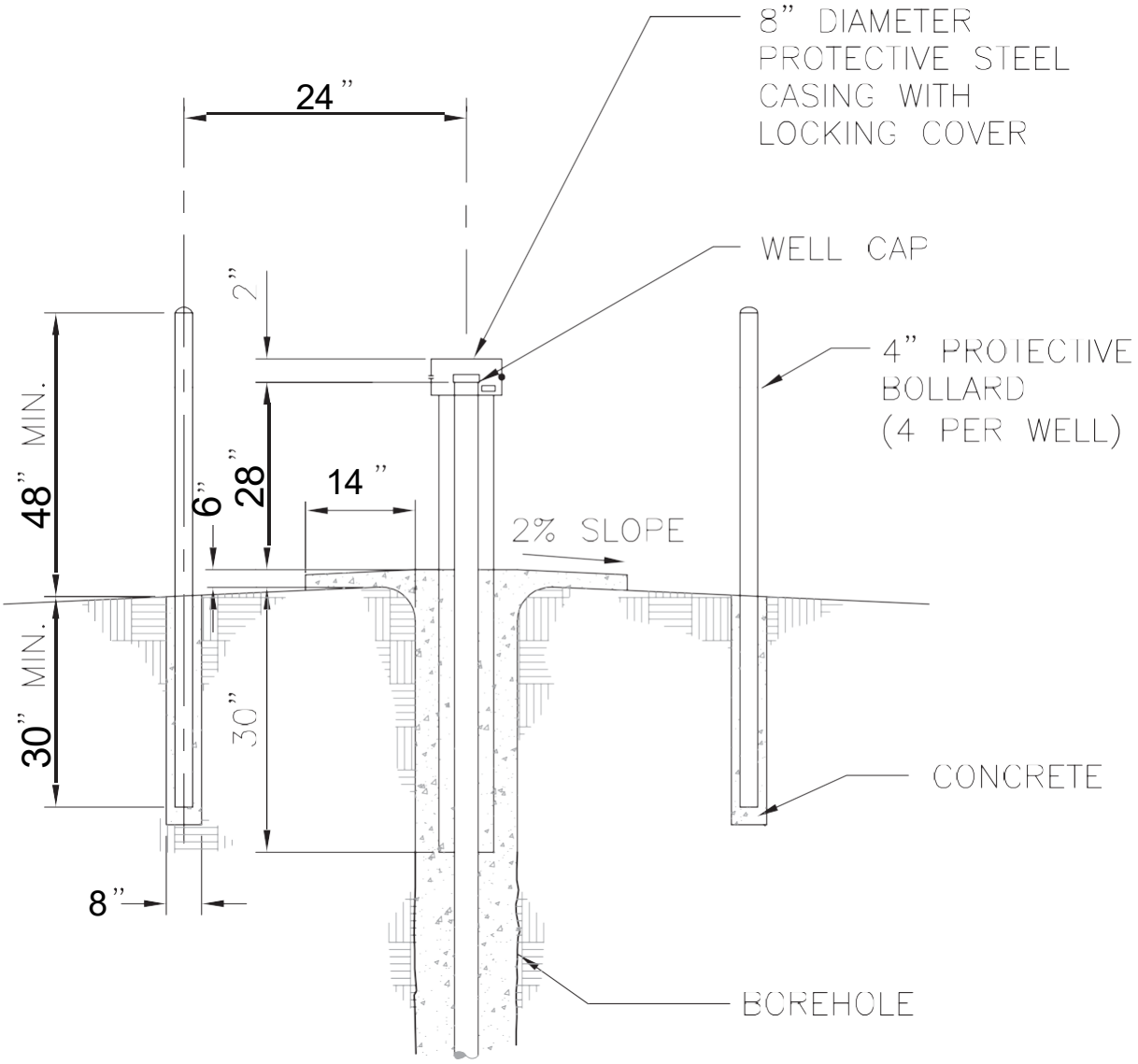
1'

4872-3788-1903v.1 0111782-000013



Luhdorff & Scalmanini
Consulting Engineers

Figure 1
Typical Nested Groundwater Monitoring Well Profile



NOTE:

DIMENSIONS OF CONCRETE PAD SUBJECT TO LOCAL REQUIREMENTS.

Luhdorff & Scalmanini
Consulting Engineers

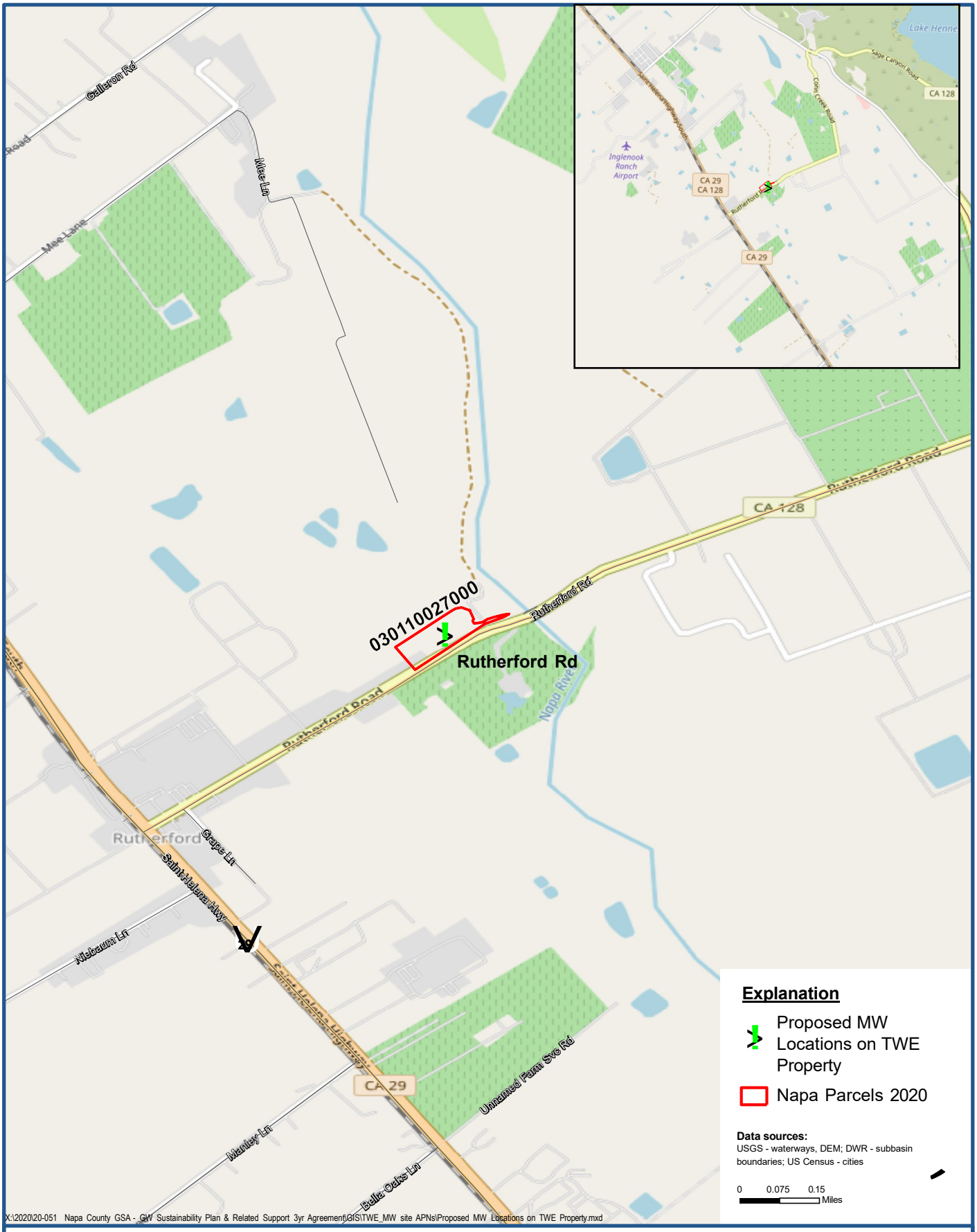
Figure 2
Typical Above Grade
Surface Completion Detail

Luhdorff & Scalmanini
Consulting Engineers

Proposed MW Locations on TWE Property - Bale Lane #1 and 2

Figure 3

Project/Report Name
Client Name/Project Location



Luhdorff & Scalmanini
Consulting Engineers

Proposed MW Locations on TWE Property - Rutherford Rd.

Figure 4

Project/Report Name
Client Name/Project Location

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2155

TO: Board of Supervisors

FROM: Tracy Schulze Auditor-Controller

REPORT BY: Raymond Francis Accountant-Auditor I

SUBJECT: Community Facilities Districts Senate Bill 165 Milliken-Sarco-Tulocay (MST) FY 2021-22

RECOMMENDATION

Auditor-Controller requests the Board accept and instruct the Clerk of the Board to file a report on Community Facilities Districts 2012-1 Milliken-Sarco-Tulocay (MST) for Fiscal Year 2021-22 in compliance with Section 50075.1 of the California Government Code.

EXECUTIVE SUMMARY

In accordance with California Government Code sections 50075.1 and 50075.3, the Auditor-Controller must file an annual report with the Board of Supervisors attesting to the amount of voter approved special taxes collected and expended during the previous fiscal year and the status of any project required or authorized to be funded. Please see the attachment for details in the amounts collected for Fiscal Year 2021-22.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	N/A
Is the general fund affected?	No
Future fiscal impact:	N/A
Consequences if not approved:	Not complying with California Government Code
County Strategic Plan pillar addressed:	Effective and Open Government
Additional Information	N/A

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local special tax subject to voter approval contain a statement indicating the specific purposes of the special tax, requires that the proceeds of the special tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure adopted on or after January 1, 2001 in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the special tax district and others are handled through annual reports. This report intends to comply with Section 50075.3 of the California Government Code which states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

a) The amount of funds collected and expended.

b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1."

Please see the attachment for details in the amounts collected for Fiscal Year 2021-22.

LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Section 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1."

The requirements of the Act apply to the Funds for the following:

County of Napa

Milliken-Sarco-Tulocay (MST) Recycled Water Line Project Community Facilities District No. 2012-1

Purpose of Special Tax

Community Facilities District No. 2012-1 was formed to finance the costs and expenses of providing an approximately 4.5-mile recycled water pipeline and appurtenances, as well as a recycled water pumping station and appurtenances. The District may also finance or fund the purchase, construction, expansion, improvement, or rehabilitation of any of the aforementioned facilities, the principal of, and interest on, any issued bonds or indebtedness with respect to the CFD, and all expenses related to the issuance of bonds or other indebtedness by the County with respect to the CFD.

The Service Projects are ongoing on an annual basis.

Collections & Expenditures

Fund Name	Total Amount Collected (1)	Amount Expended
Special Tax Fund	$483,479.46	$395,750.33

(1) Amount collected during Fiscal Year 2021/22, including transfers between funds.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2151

TO: Board of Supervisors

FROM: Thomas Zeleny, Interim County Counsel

REPORT BY: Susan Altman, Deputy County Counsel

SUBJECT: A Resolution Amending Napa County's 401(a) Retirement Savings Plan

RECOMMENDATION

County Counsel and the Deferred Compensation Board of Control request adoption of a resolution amending Napa County's 401(a) Retirement Savings Plan allowing Napa County employees who are members of Service Employee International, Local 1021 to be eligible for the 401(a) Plan.

EXECUTIVE SUMMARY

The Napa County 401(a) Retirement Savings Plan (Plan) currently only allows for Napa County Non-Classified employees, Napa County Confidential employees, and Napa County Management employees, and some non-County Member agencies, to be Plan participants. Every year, the Board of Supervisors can take an action to match employees' 457 deferred compensation contributions. Plan participants who are County employees receive the Board's match. This Resolution would amend the Plan and would allow all Napa County Employees who are members of Service Employees International, Local 1021 (SEIU) to be eligible to participate in the Plan and therefore eligible to receive any approved Board of Supervisor's 457 match. On November 17, 2022, the Napa County Deferred Compensation Board of Control approved an action recommending that the Board of Supervisors amend the Plan so that employees who are members of SEIU to be Plan Participants.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	General Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This allows the Board to fulfill its Agreement to provide matching made during bargaining.
Is the general fund affected?	Yes

Future fiscal impact:	Funds will be budgeted in future fiscal years.
Consequences if not approved:	The County would not fulfill an Agreement made during bargaining.
County Strategic Plan pillar addressed:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Napa County 401(a) Retirement Savings Plan (Plan) currently only allows for Napa County Non-Classified employees, Napa County Confidential employees, and Napa County Management employees, as well as some non-County Member agencies to be Plan participants. Every year, the Board of Supervisors can take an action to match employees' 457 deferred compensation contributions. Plan employee participants receive the Board's match. This Resolution would amend the Plan and would allow all Napa County Employees who are members of Service Employees International, Local 1021 (SEIU) to be eligible to participate in the Plan and be eligible to receive any approved Board of Supervisor's 457 match. In its negotiations with SEIU, the County agreed to take steps to make its members eligible for a six-hundred-dollar per year match. Giving employees the opportunity to receive a match encourages employees to save for retirement. Allowing participation in the 401 (a) Plan, allows employees to receive an employer match without affecting the maximum contribution they can make to their 457(b) Plan. On November 17, 2022, the Napa County Deferred Compensation Board of Control approved an action recommending that the Board of Supervisors amend the Plan so that these employees can participate.

RESOLUTION NO. - ____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, AMENDING SECTIONS OF THE NAPA COUNTY'S 401(a) RETIREMENT SAVINGS PLAN TO INCLUDE EMPLOYEES WHO ARE MEMBER OF SERVICE EMPLOYEES INTERNATIONAL (SEIU), LOCAL 1021

WHEREAS the Board of Supervisors of Napa County, State of California, established the Napa County 401(a) Retirement Savings Plan (401 (a) Plan); and

WHEREAS, since its creation, only Napa County Management, Confidential and Non-Confidential Management Employees have been eligible to participate in the 401(a) Plan; and

WHEREAS, in its negotiations with Service Employees International Union, Local 1021 (SEIU) the County agreed to take steps to make its members eligible for a six-hundred-dollar match; and

WHEREAS, if employees who are members of SEIU are able to participate in the 401(a) Plan, it enables them to receive an employer match without affecting the maximum contribution they can make to their 457(b) Deferred Compensation Plan: and

WHEREAS, the Napa County Deferred Compensation Board of Control took action on November 17, 2022, recommending that the Board of Supervisors amend Section 3.0 Subsection A of the 401(a) Plan to allow all County Employees who are members of SEIU to be able to participate in the Napa County 401(a) Retirement Savings Plan if they meet the other eligibility requirements.

NOW THEREFORE, BE IT RESOLVED, by the Napa County Board of Supervisors, effective as of January 1, 2022, the Plan is hereby amended so that Section 3.01(A) shall read as follows:

3.01 ELIGIBLE EMPLOYEES FOR EMPLOYER CONTRIBUTIONS

A. Eligible Classes of Employees. Except as provided in subsection B, each Employee in the following classification(s) is eligible for Employer Contributions (including Employee Pre-tax Contributions):

Napa County Management Employees,
Napa County Confidential Employees;
Napa County Non-Confidential Management Employees;
Napa County Employees who are members of Service Employees International Union, Local 1021 (SEIU);
Management Employees of Napa Superior Courts, including the Court Executive Officer;
Non-Classified Employees of Napa Superior Courts;

Management Employees of the Napa County Local Agency Formation Commissions (the "LAFCO");
Management Employees of Napa County Flood Control and Water Conservation District (the "NCFC&WCD);
Management Employees of Children and Family First Commission (the "CFFC");
Management Employees of the In-Home Supportive Services Public Authority of Napa County (the "IHSSPA"), including its Director; and
Management Employees of the Napa Vallejo Waste Management Authority (the "NVWMA").

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of the County of Napa, State of California, at a regular meeting of the

Board held on the___ day of December, 2022, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
RYAN GREGORY Chair of the Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy County Counsel Date: November 21, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2152

TO: Board of Supervisors

FROM: Thomas Zeleny, Interim County Counsel

REPORT BY: Erin Cossen, Legal Office Manager

SUBJECT: Agreement with Thomson Reuters for Westlaw legal research software

RECOMMENDATION

County Counsel requests approval of and authorization for the Chair to sign an agreement with Thomson Reuters for a maximum amount of $15,060 for the term of February 1, 2023 through January 31, 2024, with two annual renewals and a 3% increase each subsequent year to provide Westlaw legal research software.

EXECUTIVE SUMMARY

County Counsel and Child Support Services require legal research software to access published court opinions and other research sources. County Counsel's Office does not have a law library. Thomson Reuters provides Westlaw legal research software that fulfills this need.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	County Counsel and Child Support Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	County Counsel is currently using Westlaw for its legal research software. The existing agreement expires January 31, 2023.
Is the general fund affected?	Yes
Future fiscal impact:	Costs for services under this agreement have been included in the current fiscal year and will be appropriated accordingly in future fiscal years.
Consequences if not approved:	County Counsel would have to look for other ways to conduct legal research, such as establish and stocking a law library.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Napa County entered into Agreement no. 200214B with Thomson Reuters on December 17, 2019 for the provision of legal research software, known as Westlaw, to the County Counsel's Office and the attorneys at Child Support Services. The Agreement expires January 31, 2023. County Counsel and Child Support Services need to enter into a new agreement with Thomson Reuters to continue to use Westlaw for an additional three years, through January 31, 2026. Maximum compensation for the initial term of February 1, 2023 through January 31, 2024 is $1,255.00 per month, or $15,060. The Agreement includes two annual renewals with a 3% increase each subsequent year.

These terms govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities(each, in any form, an "Ordering Document") ; "you" and "your" means the client, customer or subscriber agreeing to or accepting these terms. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the Services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. DEFINITIONS

a. "**Documentation**" means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

b. "**Professional Services**" means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

c. "**Property**" means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.

d. "**Services**" means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

e. "**Usage Information**" means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.

f. "**Your Data**" means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

a. Reservation of Rights. Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property.

b. **Services License**. Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License**. Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License**. Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data**. You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you.

f. **Delivery**. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

3. OUR SERVICES

a. **Changes to Service**. Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") may be subject to additional charges.

b. **Passwords**. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that

both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology**. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers**. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software**. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions**. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iii) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security**. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

h. **Compliance**. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You warrant that you are not affiliated with any individual or entity that will cause you to be in violation of this section.

i. **Your Responsibilities**. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. A Thomson Reuters affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes**. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use**. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Protection Addendum ("DPA") available at: http://tr.com/data-processing-addendum shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

6. CONFIDENTIALITY

Each party agrees to (i) protect any confidential information received from the other party using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who are subject to confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective

order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's confidential information. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b. **Unlimited Liability**. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

c. Third Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim

and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(c) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement.

d. Your Obligations. You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(c) (Third Party Intellectual Property); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

e. Customer Assistance. We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term**. The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 30 days written notice before the end of the then current term.

b. **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

c. **Termination**. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

d. **Effect of Termination**. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your confidential information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify the Agreement at any time by posting the updated Agreement at http://tr.com/TermsandConditions. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure**. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback**. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the

authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law**. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence**. The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications**. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

THOMSON REUTERS

Order Form

Order ID: Q-04387994

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000802999 NAPA COUNTY COUNSEL 1195 3RD ST STE 301 NAPA CA 94559-3035 US "Customer"	Account #: 1000802999 NAPA COUNTY COUNSEL 1195 3RD ST STE 301 NAPA CA 94559-3035 US	Account #: 1000802999 NAPA COUNTY COUNSEL 1195 3RD ST STE 301 NAPA, CA 94559-3035 US

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ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$1,255.00	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so

by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

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Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

This Order Form will expire and will not be accepted after 12/27/2022.

NAPA COUNTY, a political subdivision of
the State of California

By_____
RYAN GREGORY, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Deputy County Counsel	Date: _____ Processed By:	By:_____
Date: November 28, 2022	_____ Deputy Clerk of the Board	

Attachment Order ID: Q-04387994

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000802999

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Cossen, Erin
Email: erin.cossen@countyofnapa.org

eBilling Contact
Contact Name Erin Cossen
Email **erin.cossen@countyofnapa.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000802999	NAPA COUNTY COUNSEL	1195 3RD ST STE 301 NAPA CA 94559-3035 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
16	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
16	Attorneys	41984065	Gvt - Briefs For Government (Westlaw PRO™)
16	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Erin	Cossen	erin.cossen@countyofnapa.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42076680	Gvt - National Primary Core
41984066	Gvt - Briefs For Government (Westlaw PRO™)
42077867	Westlaw Multi-State Analytical, Enterprise access, Government
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	$1,255.00	3.00	$1292.65	3.00	$1331.43	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2191

TO: Board of Supervisors

FROM: Thomas Zeleny, Interim County Counsel

REPORT BY: Thomas Zeleny, Interim County Counsel

SUBJECT: Adoption of an Ordinance Prohibiting Motorized Vehicles on the Napa Valley Vine Trail

RECOMMENDATION

County Counsel requests adoption of an Ordinance adding Chapter 10.18 to the Napa County Code prohibiting the use of motorized vehicles on the Napa Valley Vine Trail in the unincorporated area of the County between the City of Calistoga and the Town of Yountville.

EXECUTIVE SUMMARY

On November 29, 2022, the Board of Supervisors introduced an Ordinance adding Chapter 10.18 to the Napa County Code prohibiting the use of motorized vehicles on the Napa Valley Vine Trail in the unincorporated area of the County between the City of Calistoga and the Town of Yountville. The Board unanimously passed a motion of intent to adopt the proposed Ordinance. This consent calendar item requests that the Board take final action adopting the Ordinance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads Operations budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To ensure a safe and enjoyable experience for users of the Napa Valley Vine Trail and to comply with the terms of easements granted by adjacent property owners.
Is the general fund affected?	Yes

Future fiscal impact:	Estimated $10,000 to post signs. Nominal staff cost to maintain signs.
Consequences if not approved:	Adjacent property owners could seek to prevent the opening of the Napa Valley Vine Trail for public use, or to withdraw the easements granted to the County.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Board has met its obligation as a Responsible Agency under CEQA by considering the Initial Study and Mitigated Negative Declaration prepared by the Napa Valley Transportation Authority (NVTA) for the section of the Vine Trail between the City of Calistoga and the City of St. Helena, reaching its own conclusions on whether to approve this Ordinance, and finding that none of the triggers for subsequent or supplemental CEQA review have occurred since NVTA's approval of the project and CEQA documents on August 19, 2020, or since the Board's approval of the trail easement agreements on November 10 and December 15 of 2020. A link to the Initial Study and Mitigated Negative Declaration may be found at nvta.ca.gov/vinetrail.

For the section of the Vine Trail between the City of St. Helena and the Town of Yountville, approval of this Ordinance is not subject to CEQA pursuant to State CEQA Guidelines sections 15060(c) and 15378 because this Ordinance does not authorize construction of this section of the Vine Trail, and therefore will not result in a direct or reasonably foreseeable indirect physical change in the environment.

BACKGROUND AND DISCUSSION

In November and December of 2020, the Board of Supervisors approved a series of trail easement agreements with property owners between the City of Calistoga and the Town of Yountville for the Napa Valley Vine Trail to cross their properties. A condition of the trail easement agreements is that motorized vehicles be prohibited from using the Vine Trail, including motorized devices like Segways and electric scooters. Adopting the proposed Ordinance will satisfy this requirement of the trail easement agreements.

The Vine Trail between the City of Calistoga and the City of St. Helena is currently under construction and not yet open to the public. Completion of this section of the Vine Trail is expected in late June of 2023. Construction of the Vine Trail between the City of St. Helena and the Town of Yountville has not yet been approved.

The California Vehicle Code grants the County authority to regulate the use of certain vehicles and other modes of transportation on bike trails and paths. Exercising this authority, the proposed Ordinance will prohibit operation of the following motorized vehicles on the Vine Trail: motor vehicles (including all-terrain vehicles, motorcycles, golf carts, low-speed vehicles, and motor-driven cycles), electric personal assistive mobility devices (Segways), motorized scooters, and motorized bicycles (mopeds). A violation of this Ordinance is an infraction, punishable by a fine.

Electric bicycles will be allowed to use the Vine Trial pursuant to Assembly Bill 1909 approved by the Governor on September 16, 2022, repealing the authority of local agencies to prohibit electric bicycles on

bicycle paths or trails. The Ordinance also includes exceptions for law enforcement or emergency vehicles, County vehicles, utility vehicles, vehicles owned or operated by the adjacent property owners (i.e., so as not to impede agricultural activities), and self-propelled wheelchairs, tricycles, quadricycles, or Segways necessary for those with physical disabilities.

Board of Supervisors Action

The Board of Supervisors held a public hearing on November 29, 2022. After discussion, the Board unanimously passed a motion of intent to adopt the Ordinance. The Ordinance has now returned to the Board for formal adoption.

Attached for reference is the final version of the Ordinance.

Recommendation

Staff and Interim County Counsel recommend adoption of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADDING CHAPTER 10.18 TO THE NAPA COUNTY CODE PROHIBITING OPERATION OF MOTORIZED VEHICLES ON THE VINE TRAIL

WHEREAS, in November and December of 2020, the Board of Supervisors approved a series of trail easement agreements with property owners between the City of Calistoga and the Town of Yountville for the Vine Trail to cross their properties; and

WHEREAS, a condition of the trail easement agreements is that motorized vehicles be prohibited from using the Vine Trail, except for electric bicycles which may be allowed in accordance with state law and local ordinance; and

WHEREAS, the Vine Trail between the City of Calistoga and the City of St. Helena is currently under construction and not yet open to the public; and

WHEREAS, construction of the Vine Trail between the City of St. Helena and the Town of Yountville has not been approved; and

WHEREAS, California Vehicle Code Section 23127 prohibits unauthorized motor vehicles from using bicycle paths; and

WHEREAS, California Vehicle Code Section 21968 already prohibits the operation of motorized skateboards on any bikeway, bicycle path or trail; and

WHEREAS, California Vehicle Code Section 21225 allows the County to regulate the operation of motorized scooters on pedestrian and bicycle facilities and County streets and highways, if such regulations are not in conflict with the California Vehicle Code; and

WHEREAS, California Vehicle Code Section 21207.5 gives the County authority to allow or prohibit the operation of motorized bicycles (e.g. mopeds) on bicycle paths or trails; and

WHEREAS, effective January 1, 2023, Assembly Bill 1909 repeals the County's authority to prohibit the operation of electric bicycles on bicycle paths or trails that is currently found in Vehicle Code Section 21207.5; and

WHEREAS, California Vehicle Code Section 21282 allows the County to regulate or prohibit the operation of electric personal assistive mobility devices (e.g. Segways) on bike paths; and

WHEREAS, California Vehicle Code Section 21266 allows the County to restrict or prohibit the use of low speed vehicles;

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Chapter 10.18 (Prohibition of Motorized Vehicles on the Vine Trail) of Title 10 (Vehicles and Traffic) of the Napa County Code is added to read in full as follows:

Chapter 10.18 – PROHIBITION OF MOTORIZED VEHICLES ON THE VINE TRAIL

10.18.010 – Purpose.

The purpose of this chapter is to ensure a safe and enjoyable experience for users of the Vine Trail and to comply with the terms of easements granted by adjacent property owners, by limiting uses to bicycles and pedestrians to the extent the county is authorized to do so by state law, and with limited exceptions as expressly set forth in this chapter.

10.18.020 – Definitions.

As used in this chapter:

"Electric bicycle" has the same meaning as in Vehicle Code Section 312.5.

"Electric personal assistive mobility device" or "EPAMD" has the same meaning as in Vehicle Code Section 313.

"Motor vehicle" has the same meaning as in Vehicle Code Section 415, including but not limited to an all-terrain vehicle as defined in Vehicle Code Section 111, a golf cart as defined in Vehicle Code Section 345, a low-speed vehicle as defined in Vehicle Code Section 385.5, a

motorcycle as defined in Vehicle Code Section 400, and a motor-driven cycle as defined in Vehicle Code Section 405.

"Motorized bicycle" has the same meaning as in Vehicle Code Section 406.

"Motorized quadricycle" and "motorized tricycle" have the same meanings as in Vehicle Code Section 407.

"Motorized scooter" has the same meaning as in Vehicle Code Section 407.5.

10.18.030 – Unlawful operation of motorized vehicles.

It is unlawful for any person to operate a motor vehicle, an EPAMD, a motorized scooter, or a motorized bicycle on the Vine Trail in the unincorporated area of the county between the city of Calistoga and the town of Yountville, except to cross the Vine Trail at roadways or driveways, or as otherwise provided in this chapter.

10.18.040 – Exceptions to prohibition of motorized vehicles.

Notwithstanding Section 10.18.030, operation of the following motorized vehicles or devices is allowed on the Vine Trail in the unincorporated area of the county between the city of Calistoga and the town of Yountville:

A. Electric bicycles.

B. Law enforcement or emergency vehicles.

C. County vehicles.

D. Public utility or municipal utility vehicles, when inspecting, repairing, or maintaining utility infrastructure.

E. Vehicles owned or operated at the direction of the adjacent property owner, but only on the portion of the Vine Trail abutting their property.

F. A self-propelled wheelchair, a motorized tricycle, or a motorized quadricycle, by a person who, by reason of a physical disability, is otherwise unable to move about as a pedestrian pursuant to California Vehicle Code Section 467(b).

G. An EPAMD, by a person who provides a credible assurance that it is required because of the person's physical disability pursuant to Title 28 of the Code of Federal Regulations, Section 35.137(c)(2).

10.18.050 – Violations.

Any violation of the provisions of this chapter is an infraction, punishable by a fine as

set forth in Section 1.20.150(A) of this code.

SECTION 2. The Board of Supervisors finds that the Board has met its obligation as a Responsible Agency under CEQA by considering the Initial Study and Mitigated Negative Declaration prepared by the Napa Valley Transportation Authority (NVTA) for the section of the Vine Trail between the City of Calistoga and the City of St. Helena, reaching its own conclusions on whether to approve this ordinance, and finding that none of the triggers for subsequent or supplemental CEQA review have occurred since NVTA's approval of the project and CEQA documents on August 19, 2020, or since the Board's approval of the trail easement agreements on November 10 and December 15 of 2020.

For the section of the Vine Trail between the City of St. Helena and the Town of Yountville, approval of this ordinance is not subject to CEQA pursuant to State CEQA Guidelines Sections 15060(c) and 15378 because this ordinance does not authorize construction of this section of the Vine Trail, and therefore will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 3. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 4. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 5. A summary of this ordinance shall be published at least once five (5) days

before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 29th day of November, 2022, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2022, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
RYAN GREGORY, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Interim County Counsel By: *Meredith Trueblood* Code Services Date: November 4, 2022	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET, ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-1802

TO: Board of Supervisors

FROM: David Morrison, Interim County Executive Officer

REPORT BY: Becky Craig, Assistant County Executive Officer

SUBJECT: Remote Teleconference Meetings for Board of Supervisors and County Boards and Commissions

RECOMMENDATION

Interim County Executive Officer requests adoption of a Resolution making findings in accordance with Assembly Bill (AB) 361 and Government Code Section 54953, for Board of Supervisors and County boards and commissions (including committees) to hold remote teleconference meetings due to the threat of COVID-19.

EXECUTIVE SUMMARY

Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings. The ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines. County boards and commissions (including committees) have been conducting meetings via teleconference, at first pursuant to executive orders issued by the Governor and currently pursuant to AB 361, to help reduce the spread of COVID -19. This action makes the necessary findings under AB 361 for the Board of Supervisors to meet remotely via teleconference, and for County boards and commissions to continue to meet remotely, in lieu of each board and commission making these determinations separately.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Due to health and safety risks of the COVID-19 pandemic, meetings of County boards and commissions (including committees) were held via teleconference pursuant to executive orders issued by the Governor. Those executive orders expired, having been replaced by AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet remotely during a state of emergency declared by the Governor, if the emergency impacts the ability of members to meet safely in person, or state or local officials have proposed or recommended measures to promote social distancing. The Governor recently extended the state of emergency due to the COVID-19 pandemic until March 31, 2022.

AB 361 requires legislative bodies meeting remotely pursuant to its provisions to revisit the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary, pursuant to Government Code section 54953(e)(3). There are a number of County boards and commissions which meet less often than every 30 days, and would be forced to convene special meetings to strictly comply with the requirements of AB 361. Substantial compliance with the 30 day requirement is likely permissible because the purpose of AB 361 is for legislative bodies to review the emergency at regular intervals, even if their regular meetings occur at intervals longer than 30 days. However, in an abundance of caution, for boards and commissions whose members are appointed by the Board of Supervisors, the County may exercise its authority under Chapter 2.68 of the Napa County Code to make the necessary findings under AB 361 every 30 days, allowing the boards and commissions to continue to meet remotely without scheduling special meetings.

The Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings. The ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines.

County staff continues to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, and state and local health orders related to social distancing. Today's resolution confirms that the Board has considered the circumstances of the state of emergency due to COVID-19 and finds that meetings of the Board of Supervisors, and County boards and commissions subject to the Ralph M. Brown Act, will be held via teleconference due to the threat of COVID-19 unless the Board of Supervisors, board or commission determines otherwise.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, MAKING FINDINGS IN ACCORDANCE WITH AB 361 AND GOVERNMENT CODE SECTION 54953, FOR THE BOARD OF SUPERVISORS AND COUNTY BOARDS AND COMMISSIONS TO HOLD REMOTE TELECONFERENCE MEETINGS

WHEREAS, all meetings of the Board of Supervisors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the County's legislative body conduct its business; and

WHEREAS, the Board of Supervisors established various advisory boards and commissions pursuant to Section 2.68.010 of the Napa County Code; and

WHEREAS, County advisory boards and commissions generally follow the Ralph M. Brown Act pursuant to Napa County Policy Manual, Part I: Section 8, so that any member of the public may attend, participate, and watch boards and commissions conduct their business; and

WHEREAS, Governor Newsom signed Assembly Bill ("AB") 361, amending the Brown Act, including Government Code section 54953(e), that authorizes remote teleconferencing for meetings of members of a legislative body without compliance with the traditional teleconferencing requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, the proclaimed state of emergency remains in effect; and

WHEREAS, California Department of Public Health and the Federal Center for Disease Control and Prevention caution that the Delta variant of COVID-19 may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html); and

WHEREAS, on September 27, 2021, the Napa County Executive Officer and Public Health Officer jointly recommended measures to promote social distancing, including that all boards and commissions may continue meeting remotely, in whole or in part, in order to help minimize the spread and transmission of COVID-19; and

WHEREAS, on November 26, 2021, the World Health Organization classified the new Omicron variant of COVID-19 as a variant of concern, and this variant has been detected in most states, including California, and is rapidly increasing the proportion of COVID-19 cases it is causing (https://www.cdc.gov/coronavirus/2019-ncov/variants/omicron-variant.html); and

WHEREAS, the Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings, and the ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines; and

WHEREAS, the Board of Supervisors is committed to preserving and nurturing public access and participation at its meetings, and at meetings of boards and commissions, and to protecting the health, welfare, and safety of the participants; and

WHEREAS, County advisory boards and commissions often consist of significantly more members than the Board of Supervisors, and may hold public meetings in rooms significantly smaller than the Board chambers, putting attendees at such meetings at higher risk of contracting COVID-19; and

WHEREAS, AB 361 requires legislative bodies meeting remotely pursuant to its provisions to revisit the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary, pursuant to Government Code section 54953(e)(3); and

WHEREAS, many County advisory boards and commissions meet less often than every 30 days, and would be forced to convene special meetings to strictly comply with the requirements of AB 361; and

WHEREAS, the Board of Supervisors desires to take action on behalf of its boards and commissions in an abundance of caution, recognizing that substantial compliance with the 30 day requirement is likely permissible because the purpose of AB 361 is for legislative bodies to review the emergency at regular intervals, even if their regular meetings occur at intervals longer than 30 days; and

WHEREAS, the Board of Supervisors does hereby find that it has considered the circumstances of the state of emergency due to COVID-19 and that state or local officials continue to recommend measures to promote social distancing and, therefore, intends that its meetings, and meetings of County boards and commissions subject to the Ralph M. Brown Act, be held via teleconference and to invoke the provisions of AB 361 related to teleconferencing as provided in Government Code section 54953(e); and

WHEREAS, the Board of Supervisors intends this resolution to authorize, but not require, County advisory boards and commissions to continue to meet via teleconference, in lieu

of each board and commission revisiting the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary;

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows:

1. Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. The Board of Supervisors finds that in consideration of the recitals set forth above, the continued state of emergency, and recommended measures by state or local officials to promote social distancing, that meeting in person would present imminent risks to the health or safety of attendees and that meetings of the Board of Supervisors, and County boards and commissions subject to the Ralph M. Brown Act, will be held via teleconference unless the Board of Supervisors, board or commission determines otherwise.

3. County staff, boards and commissions are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings by teleconference in accordance with Government Code section 54953(e), and other applicable provisions of the Brown Act.

4. County staff is further directed to continue to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, the state regulations related to social distancing, and the local orders related to health and safety, and present to the Board of Supervisors for consideration, no later than every 30 days, the related information and recommendations for meetings by teleconference so long as the state of emergency continues to directly impact the ability of Supervisors and members of boards and commissions to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing, pursuant to Government Code section 54953(e)(3).

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THE FOREGOING RESOLUTION WAS DULY, AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board of Supervisors on the 6th day of December, 2022, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Interim County Counsel Date: September 15, 2022 PL Doc. No. 79502	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2112

TO: Board of Supervisors

FROM: David Morrison, Interim County Executive Officer

REPORT BY: Jesus Tijero, Board of Supervisors Staff Assistant II

SUBJECT: Amend Napa County Arts & Culture Advisory Committee Grant Guidelines

RECOMMENDATION

Interim County Executive Officer requests approval of the Napa County Arts & Culture Advisory Committee (ACAC) amended grant guidelines for the FY 2023-24 grant award cycle.

EXECUTIVE SUMMARY

The purpose of the Arts & Culture Advisory Committee (ACAC) is to conduct and oversee a grant program. The committee's goal is to grow and promote arts and cultural offerings in Napa County for residents and visitors, include more diversity of cultures and voices in the arts, and foster more collaboration among Napa's arts groups, as reflected in Napa County's Community Cultural Plan. The committee met at their regular meeting on October 24, 2022 to discuss the grant guidelines. The committee is proposing the following changes, which can be found under the 2023-2024 Grant Guidelines document attached to this agenda item. The funding amount available for the Fiscal Year 2023-24 grant cycle will be known in January 2023.

Major Changes to the Fiscal Year 2023-24 Grant Guidelines Include:

Funding Categories - Removed the COVID-19 relief subcategory that was previously offered to provide organizations with a path for survival, sustainability and recovery.

Multiple Grant Requests - Applicants may apply for a maximum of two subcategories from the previously mentioned funding subcategories.

Maximum Grant Requests - Maximum grant requests will be based on an average of the organization's annual operating budget from the last two years - Fiscal Year 2021-22 and Fiscal Year 2022-23 or calendar years 2021

and 2022. In addition, the maximum request amount by budget category has been increased back to pre-pandemic funding levels.

Collaborative Requests - Re-introduce the opportunity for two or more organizations to partner on a request, specifically under the Special Programs & Projects subcategory.

Special Programs & Projects Subcategory - This includes removing the requirement for a new or existing project with innovation to instead focus on projects that support the overall priorities of the grant program including: community benefit, strengthening arts and culture, and promoting diversity.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

In November 2004, Napa County voters approved an increase in the Transient Occupancy Tax (TOT). This is the tax rate charged to visitors renting hotel and motel rooms in the unincorporated county. The increase, from 10.5% to 12%, took effect on January 1, 2005, and was not dedicated to any specific purpose, thus requiring only a majority vote to pass. In Fiscal Year 2005-06, although the revenue generated by the additional 1.5% TOT rate is fully discretionary, the Board determined that the additional revenue could be invested in projects or programs that were a Board priority. This has become known as the Special Projects Fund (SPF).

On January 23, 2018, the Board reauthorized the SPF for another five-year cycle through Fiscal Year 2022-23. The Board also amended the focus (core principles) of SPF expenditures and created a new SPF allocation formula:

60% - Parks and Open Space

20% - Affordable Housing Programs for hospitality workers

20% - Arts and Culture Programs or Services

Of the 20% SPF arts and culture allocation, 20% of that amount is now annually allocated to Arts Council Napa Valley for operating expenses, and the remaining 80% annually distributed through a competitive grant process to arts and culture organizations in Napa County. The funding amount available for the Fiscal Year 2022-23 grant cycle will be known in January 2022.

GRANT GUIDELINES:

The purpose of the Arts & Culture Advisory Committee (ACAC) is to conduct and oversee a grant program. The goal is to grow and promote arts and cultural offerings in Napa County for residents and visitors, include more diversity of cultures and voices in the arts, and foster more collaboration among Napa's arts groups, as reflected in Napa County's Community Cultural Plan.

The Committee met at their regular meeting on October 24, 2022 to discuss the grant guidelines and is now proposing the following changes, which can be found under the 2023-2024 Grant Guidelines document attached to this agenda item.

Major changes to the Fiscal Year 2023-24 Grant Guidelines include:

Funding Categories - Removed the COVID-19 relief subcategory that was previously offered to provide organizations with a path for survival, sustainability and recovery. The remaining subcategories include Capacity Building, Special Programs & Projects and Capital Improvement as well as the Leadership & Professional Development category.

Multiple Grant Requests - Applicants may apply for a maximum of two subcategories from the previously mentioned funding subcategories. An additional request for Leadership & Professional Development and a collaborative grant request may also be submitted and does not count towards the request limit previously mentioned.

Maximum Grant Requests - Maximum grant requests will be based on an average of the organization's annual operating budget from the last two years - Fiscal Year 2021-22 and Fiscal Year 2022-23 or calendar years 2021 and 2022. In addition, the maximum request amount by budget category has been increased back to pre-pandemic funding levels due to an expected increase in grant funds as compared to last year. Now a small organization with a budget size up to $100,000 may apply for up to $7,500; a mid-sized organization (budget size between $100,000 - $500,000) may apply for up to $17,500; and a large organization (budget size above $500,000) may apply for up to $27,500.

Collaborative Requests - Re-introduce the opportunity for two or more organizations to partner on a request, specifically under the Special Programs & Projects subcategory. The maximum award amount will be $20,000 regardless of budget size and no more than $10,000 per participating organization. Collaborative requests will require approval from staff prior to applying.

Special Programs & Projects Subcategory - In previous years, this subcategory provided funds for new programs and projects as well as supported the innovation for existing programs and projects. However, the Committee has expressed that in previous grant cycles significant time was spent discussing whether an existing project was innovative enough but would prefer the focus be on the impact of the project or program regardless of whether it is new or existing. Therefore, the Committee proposed removing the requirement for a new or existing project with innovation to instead focus on projects that support the overall priorities of the grant program including community benefit, strengthening arts and culture, and promoting diversity.

A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY ARTS & CULTURE ADVISORY COMMITTEE

2023~~32~~-2024~~43~~ GRANT GUIDELINES

APPLICATION DEADLINE: February 17, 2023~~March 4, 2022~~

Primary Purpose of Napa County Arts & Culture Advisory Committee

The primary purpose of the Napa County Arts & Culture Advisory Committee (ACAC) is to provide needed support to help strengthen the local arts and culture community for the economic and social benefit of Napa County's residents and businesses and provide a more enriching experience for Napa's visitors.

Priority Goals for the Arts, Culture & Heritage Grant Program

- ~~Invest in the survival and sustainability of organizations that continue to be impacted by the pandemic~~
- Invest in organizations that benefit the community and draw visitors to Napa County
- Support organizations that demonstrate viability and dedication to the public interest
- Support organizations that promote a diverse array of objectives, including:
  - Populations Served
  - Artistic Discipline and/or Genre Representation
  - Cultural Representation
  - Geography
  - Public Impact
  - Accessibility

Funding & Acknowledgment

All grant monies for this program derive from the County's Transient Occupancy Tax (TOT) that is mostly tourism generated. The Napa County Board of Supervisors designates a percentage of the TOT for arts and culture.

The grant program is not large enough to support every worthy proposal and organization. This grant process is designed to provide a fair opportunity for major institutions, grassroots, and volunteer organizations to apply.

All grantees shall acknowledge Napa County as a funding source and include the County seal, in accordance with the Napa County Graphic Standards manual, where the grantee's logo is used. This is required for any related articles, news releases, playbills, or other publicity materials for the organizations funded in this grant program. All such media and communication materials must include the statement: "This organization is funded, in part, by the Napa County Board of Supervisors."

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Funding Categories

Applicants must first select one of the two main categories, which matches their audience make-up. Applicants may~~will~~ then submit an individual grant request for a maximum of **~~two~~one ~~of four~~** subcategories. The maximum award amount ~~per organization~~ is determined by the size of the organization's annual operating (expense) budget from the last two years~~will be based on a 5-year average of annual operating budgets~~ (see *Maximum Grant Requests ~~by Category~~* on page ~~3~~4 for more details). Applicants may ~~also~~ submit an additional grant request under *Leadership & Professional ~~Development~~Development* and a collaborative grant request, which does not count against your request limit previously mentioned.

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Main Category 1: Tourism Generating Arts and Culture Organization

This category is for organizations that earn at least 20 percent of their income from visitors or generate 20 percent of their patronage/attendance from zip codes outside of Napa County and can submit data that demonstrates this. Examples of data to be submitted include: ticket sales, membership data, audience survey or other metrics or documents.

Subcategories *(more details on pages ~~4~~4-7)*:

1) Capacity Building
2) Special Programs & Projects
~~3)~~ Capital Improvement
~~4)~~3) ~~COVID-19 Relief & Re-opening Assistance~~

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Main Category 2: General Arts and Culture Organization

This category is for organizations that primarily focus on arts and culture activities for residents of Napa County.

Subcategories *(more details on pages ~~4~~4-7)*:

1) Capacity Building
2) Special Programs & Projects
~~3)~~ Capital Improvement
~~4)~~3) ~~COVID-19 Relief & Re-opening Assistance~~

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Leadership & Professional Development Category

This category is intended to provide support for nonprofit staff and boards in governance and management training, skills development, and professional coaching. Both *Tourism Generating* and *General Arts and Culture* organizations may apply, in addition to their two other application requests. The maximum award is $2,500, regardless of budget size.

Eligibility & Evaluation Guidelines

Local Nonprofits: Organizations submitting an application must be a Napa County-based 501(c)(3) nonprofit organization in operation for at least 12 consecutive months with a primary purpose of arts, culture and/or heritage programming as demonstrated by their mission, vision and budget of the organization.

Fiscal Sponsors: Use of a fiscal sponsor is only allowed when submitting a request for *Capacity Building* and~~,~~ *Special Programs & Projects*~~, or Capital Improvemen~~ *t.* ~~t.~~ An applicant without nonprofit status may use a fiscal sponsor that has nonprofit status, federal 501(c)(3) designation, and which will provide the fiscal and administrative services needed to complete the grant project. If a grant is awarded, the fiscal sponsor becomes the legal contractor. The fiscal sponsor *shall not* receive administration or other fees from the County grant funds.

Multiple Grant Requests~~ & Collaborative Grants~~: Each organization must select one of the two main categories and may then submit an individual~~ly~~ request~~apply~~ for a maximum of ~~two~~**one of four** subcategories: *Capacity Building, Special Programs & Projects or Capital Improvement.* An~~within that main category plus one~~ additional application request for *Leadership & Professional Development* and a collaborative grant request (see *Collaborative Grants* section below for more details) may be submitted and does not count towards the request limit previously mentioned. ~~Collaborative requests are not available at this time.~~

Maximum Grant Requests: The maximum award amount is based on an **average** of the organization's annual operating (expense) budget from the last two years – ~~the last two years –~~ FY 2021-22 and FY 2022-23 OR calendar years 2021 and 2022. ~~determined by the size of the organization's current fiscal year or calendar year operating (expense) budget (~~See the table below for a breakdown by budget category~~)~~. If an organization, by budget size, can receive up to $27,500 per grant cycle, **DO NOT** submit requests for $27,500 in each of your two selected subcategories or the grant requests will not be considered for an award. ~~Organizations cannot ask for more than their allotted amount as delineated on page 4, or their grant requests **WILL NOT BE** considered.~~

~~-~~For applicants utilizing a fiscal sponsor, the allotted amount is based on the ~~organization's~~ grant requestor's independent project or capacity ~~operating~~ budget, not their fiscal sponsor's operating budget.

~~Annual~~ *Operating (Expense) Budget 2-Year Average*	*Maximum Request Amount*
Small: up to $100,000	$7,500 ~~($17,500 collaboration)~~
Mid-Sized: greater than $100,000 but less than $500,000	$17,500 ~~($27,500 collaboration)~~
Large: above $500,000	$27,500 ~~($37,500 collaboration)~~

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The maximum award amount for *Leadership and Professional Development* grants is $2,500, regardless of budget size and will not be counted towards the maximum award cap previously mentioned.

Collaborative Grants: Two or more organizations may partner on a *Special Programs & Projects* request in addition to their ~~two~~ individual grant requests and *Leadership & Professional Development* requests. The maximum award amount is $20,000, regardless of budget size and no more than $10,000 per participating organization. The organization submitting the collaborative request will serve as the lead grantee and will be responsible for disbursing grant funds to partner(s). Collaborative requests require approval from staff prior to applying. Please contact Jesus Tijero at 707-253-6170 or Jesus.Tijero@countyofnapa.org for pre-approval.~~Collaborative requests, two or more organizations partnering on a request, may be eligible to receive additional funds up to a total of $10,000 per participating organization, above their individual maximum (for a cumulative maximum of $37.5k, $27.5k, $17.5k based on their budget tier). The organization submitting the collaborative request will serve as the lead grantee and will be responsible for disbursing grant funds to partner(s).~~

Grant Application Scores: To be considered for the Committee's recommendation for funding, an application must score a combined minimum of 50 percent of total possible points.

Grant Acceptance: Once an organization receives notification of a grant award, the contractual agreement must be signed and returned to the County within 10 business days or the award may be withdrawn. Organizations must be responsive to all County requests, in a timely manner, with regards to the grant applications and awards.

Partial Grant Awards: Grant awards may not be fully funded. If an organization is recommended for partial funding, the applicant must demonstrate the ability to complete the requested goals.

~~[Remainder of this page left blank intentionally]~~

~~*Maximum Grant Requests by Category*~~

~~**Main Category 1 & 2:**~~

~~As stated above, applicants may submit **a** grant request for one of four subcategories within the main category that best matches the organization's audience make-up. The maximum request amount will be based on an average of the organization's annual operating (expense) budgets from the last five years. In addition, the grant request may not exceed 25 percent of that 5-year average. For applicants utilizing a fiscal sponsor, the maximum amount is based on the organization's 5-year average, not the fiscal sponsor's.~~

~~*Operating (Expense) Budget 5-Year Average*~~	~~*Maximum Request Amount*~~
~~Small: up to $100,000~~	~~$7,500~~

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~~Mid-Sized: greater than $100,000 but less than $500,000~~	~~$12,500~~
~~Large: above $500,000~~	~~$17,500~~

~~*Leadership and Professional Development Category*~~

~~Applicants may submit a grant request in this category in addition to a grant request in either of the main categories above. The maximum award is $2,500, regardless of budget size.~~

~~*Operating (Expense) Budget*~~	~~*Maximum Request Amount*~~
~~Any~~	~~$2,500~~

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~~***Please Note:***~~
~~DO NOT submit an application that exceeds your budget tier allocation. Applicants requesting more than their allotted amount will not be considered for an award.~~

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Grant Subcategories & Evaluation Criteria

Capacity Building

This subcategory is intended to help provide a means for an organization to improve its sustainability, governance, and internal operations. Examples include, strategic planning, developing a comprehensive and realistic marketing plan, developing a fundraising plan, Board development, etc.

Evaluation Criteria:

- *Project Relevance to Organizational Need (15 PTS):* Proposal demonstrates the fundamental merit, potential for success and/or effectiveness of the project request. Applicant clearly demonstrates how capacity-building project will address an important organizational need. The project clearly serves the organization's strategic goals. Successful applications will demonstrate the proposed impact to the organization that will be made during the grant period.
- *Project Viability & Leadership (10 PTS):* How convincingly does the proposal communicate the ability of key personnel and any consultants to manage and administer change and growth. Applicant clearly demonstrates ability to implement project and its potential for improvement to the organization's operation, efficiency and/or sustainability.
- *Relevance to County Program Priorities (15~~0~~ PTS):* The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.

- *Organization's Service to the Community (10 PTS):* The organization clearly demonstrates a priority to serving the community as evidenced by the organizational mission, the strengths of their programs, outreach strategies, and communications such as website, newsletters and other such initiatives.
- *Project Budget (10 PTS):* The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.
- *Application Completeness & Clarity (10~~5~~ PTS):* The narrative and support materials clearly demonstrate a thoughtful and complete project design. The organization's operating budget is complete and clear. Project clearly relates to the Grant Guidelines for Capacity Building.

Special Programs & Projects

This subcategory is intended to provide ~~start-up~~ funds for ~~new~~ arts, culture, and/or heritage programs and projects that support the overall priorities of the grant program including: community benefit, strengthening arts and culture, and promoting diversity~~, and support the innovation for existing programs and projects~~. It is also meant to support and provide capital for new and innovative projects. This subcategory is **NOT** for ongoing support of ~~regular programming nor~~ events or activities where the primary focus is fundraising.

Evaluation Criteria:

- *Artistic/Cultural Merit (10 PTS):* The application demonstrates merit of the project or program through the quality, scope and innovation of the program; expertise and experience of key artistic, curatorial and technical personnel; reputation and history of the organization, its programs and services; track record of providing high quality programs.
- *Community Impact (10 PTS):* Project or program demonstrates reach and/or depth of engagement in an identified community. Project is responsive to the community to be served. Execution and evaluation strategy involves significant community participation and innovative thinking in accordance with the identified project outcomes.
- *Project Design (10 PTS):* Project design indicates realistic timeline, innovative artistic and community-based objectives and achievable outcomes. Design articulates methods to evaluate and measure success, collect and analyze data, and document activities. Design demonstrates depth of participant involvement and clear plans for community outreach and marketing.
- *Relevance to County Program Priorities (15~~0~~ PTS):* The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.
- *Capacity to Manage & Implement (10 PTS):* The organization has demonstrated the ability to implement the proposed project or program through: expertise and experience of the project team; financial stability of the organization and/or previous project(s); ability to document/provide evidence of participation and outcomes; ability to document/provide evidence of committed partners or collaborators; board and/or

volunteer support of the organization; and, as necessary, capacity to attract additional outside support – financial, in-kind, volunteer, etc.

- Project Budget (10 PTS): The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.
- *Application Completeness (10~~5~~ PTS):* The narrative and support materials clearly demonstrate a thoughtful and complete application. The organization's operating budget is complete and clear. Project clearly related to the Grant Guidelines for Special Programs & Projects.

Capital Improvement

This subcategory is intended to provide funds for capital and technological expenses for organizations that: own the building that houses their operations; rent or lease from a public or private entity and can demonstrate a strong commitment to remaining in the facility for a number of years. A strong commitment may be demonstrated by a long-term lease, letter of intent from landlord committing to the organization, history, and at least five years of operating at the facility, etc.

These funds are available in three subcategories:

1. *Facility Improvements:* This is intended to provide for property or structural improvements for organizations that own/operate their own facilities, i.e. museums, performing art centers, theaters, etc. Funds are available for maintenance, adaptive changes, upgrades, and other facility issues related to maintaining or enhancing publicly available space for artistic, cultural, and heritage programming.
2. *Technology Upgrades:* This is intended to provide for technological, software, and technical equipment upgrades necessary for the growth, efficiency, or program expansion of the organization.
3. *Equipment for Traveling Organization:* This is intended to provide for equipment necessary to produce a performance outdoors or at venues not equipped for performance.

Evaluation Criteria:

- *Project Relevance to Organizational Need (15 PTS):* Proposal demonstrates the fundamental merit, potential for success and/or effectiveness of the project request. Applicant clearly demonstrates how the capital improvement or technology upgrade will address an important organizational need and improve audience service. Successful applications will demonstrate the proposed impact to the organization as well as the end-user.
- *Project Viability & Leadership (10 PTS):* How convincingly does the proposal communicate the ability of key personnel and any consultants to manage and administer change and growth. Applicant clearly demonstrates ability to implement

project and its potential for improvement to the organization's operation, efficiency and/or sustainability.

- *Relevance to County Program Priorities (15~~0~~ PTS):* The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.
- *Organization's Service to the Community (10 PTS):* The organization clearly demonstrates a priority to serving the community as evidenced by the organizational mission, the strengths of their programs, outreach strategies, and communications such as website, newsletters and other such initiatives.
- *Project Budget (10 PTS):* The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.
- *Application Completeness & Clarity (10~~5~~ PTS):* The narrative and support materials clearly demonstrate a thoughtful and complete project design. The organization's operating budget is complete and clear. Project clearly relates to the Grant Guidelines for Capital Improvements.

~~**COVID-19 Relief & Re-opening Assistance**~~

~~This subcategory is intended to provide COVID-19 relief funds with the goal of supporting the survival, sustainability, and recovery of organizations in need. Grant funds may be used for the following purposes only: payroll costs; rent or mortgage payments; utility payments, insurance payments; and costs associated with implementing COVID-19 safety guidelines.~~

~~**Evaluation Criteria:**~~

- ~~*Funding Relevance to Organizational Need (15 PTS):* Proposal demonstrates the fundamental merit, potential for sustainability and/or impact of the dollars requested. Applicant clearly demonstrates how funding will address an important organizational need. The proposal clearly serves the organization's financial well-being in recovering from pandemic related losses. Successful applications will demonstrate the proposed impact to the organization that will be made during the grant period.~~
- ~~*Organizational Leadership (10 PTS):* How convincingly does the proposal communicate the ability of key personnel to manage and administer change while ensuring sustainability. Applicant clearly demonstrates strong leadership in the area of financial management.~~
- ~~*Relevance to County Program Priorities (10 PTS):* The degree to which the organization and its mission serves the overall priority goals of the grant program, including: organization's benefit to the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity.~~
- ~~*Organization's Service to the Community (10 PTS):* The organization clearly demonstrates a priority to serving the community as evidenced by the organizational mission, the strengths of their programs, outreach strategies, and communications such as website, newsletters and other such initiatives.~~
- ~~*Budget (10 PTS):* The budget has been well thought-out and separated into appropriate line items.~~

- ~~*Application Completeness (5 PTS):* The narrative and support materials clearly demonstrate a thoughtful and complete application.~~

Leadership & Professional Development

This category is intended to provide support for nonprofit staff and boards in governance and management training, skills development, and professional coaching.

Evaluation Criteria:

- *Quality of Learning Activity (30 PTS):*
  i. Strength of the professional development activity and institution that are central to the outcomes of the proposed learning activity.
  ii. Degree to which the participant's learning activity is appropriate for the individual and to the organization.
- *Organizational Impact (20 PTS):* Degree to which the applicant demonstrates the short and long term impact and benefits of the activity on the individual(s) and organization.

What We Do Not Fund

Grants will not be awarded to the following groups or for the following activities/uses:

- Organizations not in compliance with Napa County Arts, Culture, & Heritage Grant Program requirements (as stipulated in the grant agreement)
- Normal operating expenses, staff, salaries, ongoing marketing and advertising expenses, or equipment purchases that do not directly pertain to a *Capital Improvement* request
- Individuals
- For-profit organizations
- Other government agencies
- Projects with religious or sectarian purposes
- Organizations or activities that are part of the curricula base of schools, colleges, or universities
- Indirect costs of schools, colleges, or universities
- Trust or endowment funds
- Purchase of land or buildings
- Out-of-state travel activities, except under *Leadership & Professional Development*
- Hospitality or food costs
- Expenses incurred before the start or end date of the grant
- Funding for special events or fundraising events
- Gifts
- Administrative costs associated with fiscally sponsored groups or projects

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Napa County Arts & Culture Advisory Committee Decision-Making

The Napa County Board of Supervisors make the final authority for grant decisions. Subsequent to receiving and reviewing the ACAC's ranking recommendations, the Board of Supervisors will consider the Committee's recommendations and make final funding decisions at a public meeting. If approved by the Board of Supervisors for support, grant amounts may differ from the request amount due to the level of funding available to the program, demand on that funding, and/or the rank a proposal receives from the Committee review.

Required Documents

Please see the 20232-243 Grant Application Form for the full list of required and optional documents, information, and narrative questions. The following supporting documents are required for any and all requests:

1. 20232-243 Grant Application Form
2. IRS Letter of Determination
3. Operating budget and profit & loss (actuals) for FY 2021-22. Operating budget and year-to-date profit & loss (actuals) for FY 2022-23. If your fiscal years are calendar years include 2021, 2022 and 2023 year-to-date. ~~CActual revenue and expenses for FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21; current fiscal year or calendar year operating budget and year-to-date expenses and revenues for FY 2021-22; and expected operating budget for FY 2022-23. For calendar years, include 2017, 2018, 2019, 2020, and 2021 actuals; and 2022 expected operating budget and year-to-date expenses and revenues. Actual revenue and expenses for FY 2021-22, the current operating budget and year-to-date revenue and expenses for FY 2022-23. For calendar years, include 2021 and 2022 actuals. The annual operating budget for both years must include a profit and loss statement.~~
4. Quotes for services
5. Two years of most recent 990 Tax Return
6. Statement of Non-discrimination Policy
7. If applying for a collaborative grant, provide written letter of support from request partner(s)

For 20221-20232 Grant Recipients Only: Applicants who received funding in the 20221-20232 grant cycle may still apply for grant funding and will be required to submit a concise overview of how awarded funds were utilized, including metrics of success.

How to Apply

Submit the completed 20232-243 Grant Application Form with the required and optional documents at https://artscouncilnapavalley.submittable.com/submit/235464/2023-24-napa-county-arts-culture-heritage-grant-application ~~https://artscouncilnapavalley.submittable.com/submit/2e1f946d-5035-4e5a-8d43-1da228565e4d/2022-23-napa-county-arts-culture-heritage-grant-application.~~

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APPLICATION DEADLINE: February~~March~~ 174, 20232

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~~Late applications will NOT be considered.~~

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A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY ARTS & CULTURE ADVISORY COMMITTEE

2023-2024 GRANT GUIDELINES

APPLICATION DEADLINE: February 17, 2023

Primary Purpose of Napa County Arts & Culture Advisory Committee

The primary purpose of the Napa County Arts & Culture Advisory Committee (ACAC) is to provide needed support to help strengthen the local arts and culture community for the economic and social benefit of Napa County's residents and businesses and provide a more enriching experience for Napa's visitors.

Priority Goals for the Arts, Culture & Heritage Grant Program

- Invest in organizations that benefit the community and draw visitors to Napa County
- Support organizations that demonstrate viability and dedication to the public interest
- Support organizations that promote a diverse array of objectives, including:
  - Populations Served
  - Artistic Discipline and/or Genre Representation
  - Cultural Representation
  - Geography
  - Public Impact
  - Accessibility

Funding & Acknowledgment

All grant monies for this program derive from the County's Transient Occupancy Tax (TOT) that is mostly tourism generated. The Napa County Board of Supervisors designates a percentage of the TOT for arts and culture.

The grant program is not large enough to support every worthy proposal and organization. This grant process is designed to provide a fair opportunity for major institutions, grassroots, and volunteer organizations to apply.

All grantees shall acknowledge Napa County as a funding source and include the County seal, in accordance with the Napa County Graphic Standards manual, where the grantee's logo is used. This is required for any related articles, news releases, playbills, or other publicity materials for the organizations funded in this grant program. All such media and communication materials must include the statement: "This organization is funded, in part, by the Napa County Board of Supervisors."

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Funding Categories

Applicants must first select one of the two main categories, which matches their audience make-up. Applicants may then submit an individual grant request for a maximum of **two** subcategories. The maximum award amount is determined by the size of the organization's annual operating (expense) budget from the last two years (see *Maximum Grant Requests* on page 3 for more details). Applicants may submit an additional grant request under *Leadership & Professional Development* and a collaborative grant request, which does not count against your request limit previously mentioned.

Main Category 1: Tourism Generating Arts and Culture Organization

This category is for organizations that earn at least 20 percent of their income from visitors or generate 20 percent of their patronage/attendance from zip codes outside of Napa County and can submit data that demonstrates this. Examples of data to be submitted include: ticket sales, membership data, audience survey or other metrics or documents.

Subcategories *(more details on pages 4-7)**:***

1) Capacity Building
2) Special Programs & Projects
3) Capital Improvement

Main Category 2: General Arts and Culture Organization

This category is for organizations that primarily focus on arts and culture activities for residents of Napa County.

Subcategories *(more details on pages 4-7)***:**

1) Capacity Building
2) Special Programs & Projects
3) Capital Improvement

Leadership & Professional Development Category

This category is intended to provide support for nonprofit staff and boards in governance and management training, skills development, and professional coaching. Both *Tourism Generating* and *General Arts and Culture* organizations may apply, in addition to their two other application requests. The maximum award is $2,500, regardless of budget size.

Eligibility & Evaluation Guidelines

Local Nonprofits: Organizations submitting an application must be a Napa County-based 501(c)(3) nonprofit organization in operation for at least 12 consecutive months with a primary purpose of arts, culture and/or heritage programming as demonstrated by their mission, vision and budget of the organization.

Fiscal Sponsors: Use of a fiscal sponsor is only allowed when submitting a request for *Capacity Building* and *Special Programs & Projects.* An applicant without nonprofit status may use a fiscal sponsor that has nonprofit status, federal 501(c)(3) designation, and which will provide the fiscal and administrative services needed to complete the grant project. If a grant is awarded, the fiscal sponsor becomes the legal contractor. The fiscal sponsor *shall not* receive administration or other fees from the County grant funds.

Multiple Grant Requests: Each organization must select one of the two main categories and may then submit an individual request for a maximum of **two** subcategories: *Capacity Building, Special Programs & Projects or Capital Improvement.* An additional application request for *Leadership & Professional Development* and a collaborative grant request (see *Collaborative Grants* section below for more details) may be submitted and does not count towards the request limit previously mentioned.

Maximum Grant Requests: The maximum award amount is based on an **average** of the organization's annual operating (expense) budget from the last two years – FY 2021-22 and FY 2022-23 OR calendar years 2021 and 2022. See the table below for a breakdown by budget category. If an organization, by budget size, can receive up to $27,500 per grant cycle, **DO NOT** submit requests for $27,500 in each of your two selected subcategories or the grant requests will not be considered for an award.

For applicants utilizing a fiscal sponsor, the allotted amount is based on the grant requestor's independent project or capacity budget, not their fiscal sponsor's operating budget.

Operating (Expense) Budget 2-Year Average	*Maximum Request Amount*
Small: up to $100,000	$7,500
Mid-Sized: greater than $100,000 but less than $500,000	$17,500
Large: above $500,000	$27,500

The maximum award amount for *Leadership and Professional Development* grants is $2,500, regardless of budget size and will not be counted towards the maximum award cap previously mentioned.

Collaborative Grants: Two or more organizations may partner on a *Special Programs & Projects* request in addition to their individual grant requests and *Leadership & Professional Development* requests. The maximum award amount is $20,000, regardless of budget size and no more than $10,000 per participating organization. The organization submitting the collaborative request will serve as the lead grantee and will be responsible for disbursing grant funds to partner(s). Collaborative requests require approval from staff prior to applying. Please contact Jesus Tijero at 707-253-6170 or Jesus.Tijero@countyofnapa.org for pre-approval.

Grant Application Scores: To be considered for the Committee's recommendation for funding, an application must score a combined minimum of 50 percent of total possible points.

Grant Acceptance: Once an organization receives notification of a grant award, the contractual agreement must be signed and returned to the County within 10 business days or the award may be withdrawn. Organizations must be responsive to all County requests, in a timely manner, with regards to the grant applications and awards.

Partial Grant Awards: Grant awards may not be fully funded. If an organization is recommended for partial funding, the applicant must demonstrate the ability to complete the requested goals.

Grant Subcategories & Evaluation Criteria

Capacity Building

This subcategory is intended to help provide a means for an organization to improve its sustainability, governance, and internal operations. Examples include, strategic planning, developing a comprehensive and realistic marketing plan, developing a fundraising plan, Board development, etc.

Evaluation Criteria:

- *Project Relevance to Organizational Need (15 PTS):* Proposal demonstrates the fundamental merit, potential for success and/or effectiveness of the project request. Applicant clearly demonstrates how capacity-building project will address an important organizational need. The project clearly serves the organization's strategic goals. Successful applications will demonstrate the proposed impact to the organization that will be made during the grant period.
- *Project Viability & Leadership (10 PTS):* How convincingly does the proposal communicate the ability of key personnel and any consultants to manage and administer change and growth. Applicant clearly demonstrates ability to implement project and its potential for improvement to the organization's operation, efficiency and/or sustainability.
- *Relevance to County Program Priorities (15 PTS)*: The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.
- *Organization's Service to the Community (10 PTS):* The organization clearly demonstrates a priority to serving the community as evidenced by the organizational mission, the strengths of their programs, outreach strategies, and communications such as website, newsletters and other such initiatives.
- *Project Budget (10 PTS):* The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.
- *Application Completeness & Clarity (10 PTS):* The narrative and support materials clearly demonstrate a thoughtful and complete project design. The organization's

operating budget is complete and clear. Project clearly relates to the Grant Guidelines for Capacity Building.

Special Programs & Projects

This subcategory is intended to provide funds for arts, culture, and/or heritage programs and projects that support the overall priorities of the grant program including: community benefit, strengthening arts and culture, and promoting diversity. It is also meant to support and provide capital for new and innovative projects. This subcategory is **NOT** for ongoing support of events or activities where the primary focus is fundraising.

Evaluation Criteria:

- *Artistic/Cultural Merit (10 PTS):* The application demonstrates merit of the project or program through the quality, scope and innovation of the program; expertise and experience of key artistic, curatorial and technical personnel; reputation and history of the organization, its programs and services; track record of providing high quality programs.
- *Community Impact (10 PTS):* Project or program demonstrates reach and/or depth of engagement in an identified community. Project is responsive to the community to be served. Execution and evaluation strategy involves significant community participation and innovative thinking in accordance with the identified project outcomes.
- *Project Design (10 PTS):* Project design indicates realistic timeline, innovative artistic and community-based objectives and achievable outcomes. Design articulates methods to evaluate and measure success, collect and analyze data, and document activities. Design demonstrates depth of participant involvement and clear plans for community outreach and marketing.
- *Relevance to County Program Priorities (15 PTS)*: The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.
- *Capacity to Manage & Implement (10 PTS):* The organization has demonstrated the ability to implement the proposed project or program through: expertise and experience of the project team; financial stability of the organization and/or previous project(s); ability to document/provide evidence of participation and outcomes; ability to document/provide evidence of committed partners or collaborators; board and/or volunteer support of the organization; and, as necessary, capacity to attract additional outside support – financial, in-kind, volunteer, etc.
- Project Budget (10 PTS): The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.
- *Application Completeness (10 PTS):* The narrative and support materials clearly demonstrate a thoughtful and complete application. The organization's operating budget is complete and clear. Project clearly related to the Grant Guidelines for Special Programs & Projects.

Capital Improvement

This subcategory is intended to provide funds for capital and technological expenses for organizations that: own the building that houses their operations; rent or lease from a public or private entity and can demonstrate a strong commitment to remaining in the facility for a number of years. A strong commitment may be demonstrated by a long-term lease, letter of intent from landlord committing to the organization, history, and at least five years of operating at the facility, etc.

These funds are available in three subcategories:

1. *Facility Improvements:* This is intended to provide for property or structural improvements for organizations that own/operate their own facilities, i.e. museums, performing art centers, theaters, etc. Funds are available for maintenance, adaptive changes, upgrades, and other facility issues related to maintaining or enhancing publicly available space for artistic, cultural, and heritage programming.
2. *Technology Upgrades:* This is intended to provide for technological, software, and technical equipment upgrades necessary for the growth, efficiency, or program expansion of the organization.
3. *Equipment for Traveling Organization:* This is intended to provide for equipment necessary to produce a performance outdoors or at venues not equipped for performance.

Evaluation Criteria:

- *Project Relevance to Organizational Need (15 PTS):* Proposal demonstrates the fundamental merit, potential for success and/or effectiveness of the project request. Applicant clearly demonstrates how the capital improvement or technology upgrade will address an important organizational need and improve audience service. Successful applications will demonstrate the proposed impact to the organization as well as the end-user.
- *Project Viability & Leadership (10 PTS):* How convincingly does the proposal communicate the ability of key personnel and any consultants to manage and administer change and growth. Applicant clearly demonstrates ability to implement project and its potential for improvement to the organization's operation, efficiency and/or sustainability.
- *Relevance to County Program Priorities (15 PTS):* The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.
- *Organization's Service to the Community (10 PTS):* The organization clearly demonstrates a priority to serving the community as evidenced by the organizational mission, the strengths of their programs, outreach strategies, and communications such as website, newsletters and other such initiatives.
- *Project Budget (10 PTS):* The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.

- *Application Completeness & Clarity (10 PTS):* The narrative and support materials clearly demonstrate a thoughtful and complete project design. The organization's operating budget is complete and clear. Project clearly relates to the Grant Guidelines for Capital Improvements.

Leadership & Professional Development

This category is intended to provide support for nonprofit staff and boards in governance and management training, skills development, and professional coaching.

Evaluation Criteria:

- *Quality of Learning Activity (30 PTS):*
  i. Strength of the professional development activity and institution that are central to the outcomes of the proposed learning activity.
  ii. Degree to which the participant's learning activity is appropriate for the individual and to the organization.
- *Organizational Impact (20 PTS):* Degree to which the applicant demonstrates the short and long term impact and benefits of the activity on the individual(s) and organization.

What We Do Not Fund

Grants will not be awarded to the following groups or for the following activities/uses:

- Organizations not in compliance with Napa County Arts, Culture, & Heritage Grant Program requirements (as stipulated in the grant agreement)
- Normal operating expenses, staff, salaries, ongoing marketing and advertising expenses, or equipment purchases that do not directly pertain to a *Capital Improvement* request
- Individuals
- For-profit organizations
- Other government agencies
- Projects with religious or sectarian purposes
- Organizations or activities that are part of the curricula base of schools, colleges, or universities
- Indirect costs of schools, colleges, or universities
- Trust or endowment funds
- Purchase of land or buildings
- Out-of-state travel activities, except under *Leadership & Professional Development*
- Hospitality or food costs
- Expenses incurred before the start or end date of the grant
- Funding for special events or fundraising events
- Gifts
- Administrative costs associated with fiscally sponsored groups or projects

Napa County Arts & Culture Advisory Committee Decision-Making

The Napa County Board of Supervisors make the final authority for grant decisions. Subsequent to receiving and reviewing the ACAC's ranking recommendations, the Board of Supervisors will consider the Committee's recommendations and make final funding decisions at a public meeting. If approved by the Board of Supervisors for support, grant amounts may differ from the request amount due to the level of funding available to the program, demand on that funding, and/or the rank a proposal receives from the Committee review.

Required Documents

Please see the 2023-24 Grant Application Form for the full list of required and optional documents, information, and narrative questions. The following supporting documents are required for any and all requests:

1. 2023-24 Grant Application Form
2. IRS Letter of Determination
3. Operating budget and profit & loss (actuals) for FY 2021-22. Operating budget and year-to-date profit & loss (actuals) for FY 2022-23. If your fiscal years are calendar years include 2021, 2022 and 2023 year-to-date.
4. Quotes for services
5. Two years of most recent 990 Tax Return
6. Statement of Non-discrimination Policy
7. If applying for a collaborative grant, provide written letter of support from request partner(s)

For 2022-2023 Grant Recipients Only: Applicants who received funding in the 2022-2023 grant cycle may still apply for grant funding and will be required to submit a concise overview of how awarded funds were utilized, including metrics of success.

How to Apply

Submit the completed 2023-24 Grant Application Form with the required and optional documents at https://artscouncilnapavalley.submittable.com/submit/235464/2023-24-napa-county-arts-culture-heritage-grant-application.

APPLICATION DEADLINE: February 17, 2023

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2193

TO: Board of Supervisors

FROM: David Morrison, Interim County Executive Officer

REPORT BY: Kerry John Whitney, Risk and Emergency Services Manager

SUBJECT: Budget Adjustment for Workers Compensation Fund

RECOMMENDATION

Risk and Emergency Services Manager requests approval of a Budget Adjustment to increase appropriations in the amount of $551,382 increasing appropriations in the Workers Compensation Fund (4402000-52710) Insurance Claims, offset by (4402000-33100) Available Fund Balance for increasing the confidence level. (4/5 vote required.)

EXECUTIVE SUMMARY

The recommended budget adjustment amount is based on the county's current actuarial review which measures the probability that the Worker's Compensation Trust Fund will have enough money to cover all benefits and claims that have been incurred. The requested action ensures there is sufficient funds in the Insurance Claims account to meet the appropriate confidence level.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Worker's Compensation Available Fund Balance
Is it Mandatory or Discretionary?	Choose an item.
Discretionary Justification:	Click or tap here to enter text.
Is the general fund affected?	Choose an item.
Future fiscal impact:	Click or tap here to enter text.
Consequences if not approved:	Click or tap here to enter text.
County Strategic Plan pillar addressed:	Effective and Open Government
Additional Information	Click or tap here to enter text.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: No.

BACKGROUND AND DISCUSSION

The recommended budget adjustment amount increases appropriations in the Worker's Compensation Fund Insurance Claims offset by the Worker's Compensations Available Fund Balance. The recommended budget adjustment amount is based on the county's current actuarial review, which measures the probability that the Worker's Compensation Trust Fund will have enough money to cover all benefits and claims that have been incurred. A confidence level is a statistical concept that expresses the degree of confidence that the total losses will be below or above a given amount in any specific period. The recommended confidence level is between 75% to 85%.

A Tradition of Stewardship
A Commitment to Service

County Executive Office

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Suite 310
Napa, CA 94559
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Main: (707) 253-4421
Fax: (707) 253-4176

David Morrison
Interim County Executive Officer

MEMORANDUM

To:	Board of Supervisors	From:	Daniel Sanchez, Senior Management Analyst
Date:	6 December 2022	Re:	7 G – Budget Adjustment for Workers Compensation Fund

Recommendation To:
Risk and Emergency Services Manger requests approval of a Budget Adjustment to increase appropriations in the amount of $551,382 increasing appropriations in the Workers Compensation Fund (4402000-52710) Insurance Claims, offset by (4402000-32100) Available Fund Balance for increasing the confidence level to 75% for fiscal year 2021—22. (4/5 vote required)

Revising Recommendation From:
Risk and Emergency Services Manger requests approval of a Budget Adjustment to increase appropriations in the amount of $551,382 increasing appropriations in the Workers Compensation Fund (4402000-52710) Insurance Claims, offset by (4402000-32100) Available Fund Balance for increasing the confidence level. (4/5 vote required)

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2170

TO: Board of Supervisors

FROM: Jason Martin, Deputy Fire Chief

REPORT BY: Stacie McCambridge, Staff Services Manager

SUBJECT: Grant Support Services for FEMA Hazard Mitigation Grant Program

RECOMMENDATION

Deputy Fire Chief requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220351B with WRA, Inc. increasing the amount by $55,000 for a new maximum of $100,000 per fiscal year for the terms amending the scope of work to include support services to the County of Napa in responding to state and federal Request for Information (RFIs)/Benefit Cost Analysis (BCAs) for four recent FEMA (Federal Emergency Management Agency) Hazard Mitigation Grant Program (HMGP) applications.

EXECUTIVE SUMMARY

In April 2022, County Fire submitted a wildfire grant sub-application to Cal OES. The request to amend the current Agreement will provide additional support services from WRA who will finalize Cal OES RFI response for the sub-application and perform Questions and Answers and Questions and Comments (QA/QC) review of uploaded materials, response documents, and the RFI/BCA comments and sub-application content in the online portal.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Budget
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	With aid from WRA, County Fire is making every effort to streamline and avoid duplication in the FEMA RFI/BCA sub-application process. The intent of using WRA and the Cal OES RFI/BCA process is to reduce the possibility of extensive FEMA RFIs/BCAs.

Is the general fund affected?	No
Future fiscal impact:	Grant money will aid in funding County Prevention Projects
Consequences if not approved:	Loss of grant writing support could result in projects being funded solely by County funds.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit
Additional Information	N/A

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The grant writing services to be performed by WRA is not a project as defined by 14 California Code Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On June 1, 2022, Agreement 220351 was signed to provide immediate support services to the County of Napa in responding to state and federal Requests for Information (RFIs/Benefit Cost Analysis (BCAs) for four recent FEMA (Federal Emergency Management Agency) Hazard Mitigation Grant Program (HMGP) applications. WRA has assisted County Fire with preparing four (4) distinct HMGP sub-applications, which includes developing separate benefit cost analysis for each project.

WRA has aided the County on projects AP-00935, AP-00937, and AP-00938 allowing these wildfire grant sub-applications to be submitted to Cal OES on April 8, 2022. This has involved WRA coordinating with Fire to review RFIs/BCAs and verify a response approach (which includes draft response materials for review by County) while establishing the schedule to complete work on deadlines and finalize the response materials in upload-ready format.

The requested amendment will provide additional support services to the County of Napa to respond to the RFIs/BCAs for the four recent FEMA HMGP applications submitted in April. At the level of support requested by the County, WRA will finalize Cal OES RFI response for the sub-applications and perform QA/QC review of uploaded materials, response documents, and the RFI/BCA comments and sub-application content in the online portal.

With aid from WRA, County Fire is making every effort to streamline and avoid duplication in FEMA RFI/BCA sub-application process. With the number, complexity, and timing of RFI's/BCAs it is difficult to predict. The intent of using WRA and the Cal OES RFI/BCA process is to reduce the possibility of extensive FEMA RFIs/BCAs.

The effective date reflects dates of services provided prior to the Amendment being in place. Administrative

delays have caused the Agreement to be brought to the Board late.

AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 220351B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") **TO NAPA COUNTY AGREEMENT NO. 220351C** (the "Agreement") is made and entered into as of this 1st day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and WRA, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about June 1, 2022, COUNTY entered into Agreement No. 220351B with CONTRACTOR to provide immediate support services in responding to state and federal Requests for Information and Request for Information for their four recent Federal Emergency Management Agency Hazard Mitigation Grant Program applications; and

WHEREAS, COUNTY has continued needs for services for grant guidance including additional required responses to Requests for Information regarding the grant process and CONTRACTOR is willing to and able to provide such additional services; and

WHEREAS, the parties mutually desire to modify the terms of said Agreement to amend the scope of work to include the additional services and to increase the amount of compensation in the terms of the Agreement.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR here by amends Agreement No. 220351B as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:

   Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibits "A" and "A-1," attached hereto and incorporated by reference herein.

2. Paragraph 3, subsection (c), of the Agreement is amended to read in full as follows:

   3. Compensation.

   (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of One Hundred One Thousand Dollars ($100,000) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. This Amendment No. 1 shall be effective as of the Effective Date first set forth, above.

4. Except as provided in Paragraphs 1, 2, and 3, above, the terms and provisions of Agreement No. 220351B shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Amendment No.1 to the Agreement was executed by the parties hereto as of the date first above written.

WRA, INC.

By_____
KIRK UHRLAUB, Secretary

By_____
GEOFF SMICK, President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley (e-sign)* *Deputy* County Counsel	Date: _____ Processed By:	By:_____
Date: September 9, 2022	_____ Deputy Clerk of the Board	

EXHIBIT "A-1"

ADDITIONAL SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Purpose and Background

The purpose of this Scope of Work is to provide additional support services to the County of Napa (County) in responding to state and federal Requests for Information (RFIs) for their four recent Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) applications. These are FEMA HMGP wildfire grant sub-applications for projects AP-00935, AP-00936, AP-00937, and AP-00938, submitted to Cal OES on April 8, 2022. Since authorization under Napa County Agreement No. 72931, we have worked closely with County staff to respond to Cal OES Requests for Information (RFIs). Several of the Cal OES RFIs on the sub-applications and BCAs have been accepted. The County may still receive additional RFIs from Cal OES and is also expected to receive RFIs from FEMA over the course of future application review steps, as part of the standard competitive nationwide grant process.

Additional Work Products

- Final Cal OES Request for Information (RFI) responses
- FEMA Request for Information (RFI) responses

Additional Scope of Work

In addition to the original Scope of Work, the following tasks are proposed as the next phase of work.

TASK 1: FINALIZE CAL OES RFI RESPONSES

The focus of this task is on Cal OES RFIs received in late July and August 2022. WRA will, at a level of support requested by the County, finalize Cal OES RFI responses for the four sub-applications, and perform QA/QC review of uploaded materials, response documents, and the RFI comments and sub-application content in the on-line portal. Every effort will be made to coordinate with County staff to streamline and avoid duplication.

TASK 2: FEMA REQUEST FOR INFORMATION (RFI) RESPONSES

The focus of this task is on potential FEMA RFIs that are expected once any of the sub-applications are forwarded by Cal OES. The number, complexity, and timing of such RFIs is difficult to predict. However, it is reasonable to assume that some RFIs will be issued by FEMA. Additionally, the intent of the Cal OES RFI process is to reduce the possibility of extensive FEMA RFIs. As requests are received, coordination with the County staff would occur to refine assignments for the consultant versus County staff. Every effort will be made to streamline and avoid duplication.

Schedule
Work on existing RFIs will proceed on time-sensitive deliverables; new work will begin immediately as assigned and authorized.

Staffing
Virginia Mahacek will continue as the Principal in Charge of the project. Cailin Notch will be the Project Manager. Other staff will be assigned to the project as necessary.

Assumptions

1. WRA will not commence work without clear verbal direction and coordination with County staff regarding any shared RFI response preparation (to prevent duplication of effort between WRA and County staff).
2. The County of Napa or project partners will provide the available data necessary to complete the RFI responses in a timely manner.
3. WRA cannot guarantee schedule delays or costs for actions taken by regulatory and other third-party entities with authority to approve project activities, as these actions are outside of WRA's control.
4. WRA cannot determine the number of FEMA RFIs or the level of effort that might be demanded; the level of effort herein is estimated based on best available information and typical grant approval step efficiency expectations.

Estimated Cost
WRA will perform the services in accordance with the rate sheet attached to the original Professional Services Agreement as Exhibit B. The total not-to-exceed amount for work in this change order will be $55,000.

Terms and Conditions
This Change Order is subject to the terms and conditions incorporated in the original Professional Services Agreement between Napa County and WRA executed by the parties hereto, dated **June 1, 2022**.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2029

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment 2 to Agreement No. 180113B with Biomedical Waste Disposal, Inc.

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment 2 to Agreement No. 180113B with Biomedical Waste Disposal, Inc., for a new contract maximum of $4,000 and updated Compensation exhibit for the Fiscal Year 2022-2023, and each subsequent automatic renewal, for the purpose of bio-waste pickup and disposal.

EXECUTIVE SUMMARY

Approval of this action will update the Compensation exhibit to reflect an increase to the price per pick and a decrease to the contract maximum by $1,000 for a new contract maximum of $4,000 commencing in Fiscal Year 2022-2023, and each subsequent automatic renewal. This amendment will also reduce the frequency of pickups for Mental Health from once every four weeks to once every eight weeks.

Biomedical Waste Disposal, Inc. is not a local vendor.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Public Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This Agreement contains a provision for automatic annual renewal. Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.

Consequences if not approved:	If the recommended action is not approved, the service contract will require the County to pay for services at a higher rate.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

As long as Napa County has been generating sharps and bio-waste, there has been a service agreement with a medical waste company. Bio-waste storage and removal must be done in accordance with Health and Safety Code Regulations, Section 118280; the strict regulations regarding disposal and storage of waste make this service essential to the basic function of clinic services. Health and Human Services Agency - Public Health Division, Building B is also a designated sharps disposal drop-off point for the general public.

Biomedical Waste Disposal offers this service at a much lower rate than the prior vendor contracted with the County of Napa (or other providers queried) for these services.

Amending this contract will increase the price per pick up for Public Health and decrease the contract maximum, as well as decrease the frequency of pick-ups for Mental Health from once every four weeks to once every eight weeks; the Public Health pick up schedule remains the same at once every two weeks with the flexibility to increase to once every week as needed.

NAPA COUNTY AGREEMENT NO. 180113B
AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 180113B is effective as of the 1st day of July 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **BIOMEDICAL WASTE DISPOSAL, INC.**, whose mailing address is 11152 Fleetwood Street, Unit 9, Sun Valley, CA 91352 hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about September 12, 2017, COUNTY and CONTRACTOR entered into Napa County Agreement No. 180113B, (hereinafter referred to as "Agreement") for CONTRACTOR to provide for the disposal of biomedical waste generated in the Public Health and Mental Health clinics; and

WHEREAS, on or about July 1, 2020, the Parties amended the Agreement to increase the annual contract maximum; replace Exhibit A (Scope of Work) with Exhibit A-1 to update non-substantive terminology; replace Exhibit B (Compensation) with Exhibit B-1 to increase the number of pick-ups and reflect the new contract maximum to compensate CONTRACTOR for additional biomedical waste disposal to services and biomedical waste pickups; and

WHEREAS, the Parties wish to further amend the Agreement to decrease the annual contract maximum, and replace Exhibit B-1 with Exhibit B-2 (Compensation), to reflect an increase in the pickup price rate, a decrease in the frequency of biomedical waste disposal pickups and to decrease the annual contract maximum from $5,000 per year to $4,000 per year.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Four Thousand Dollars ($4,000.00)** per fiscal year of which One Thousand Dollars ($1,000.00) is decreased by virtue of this Amendment No. 2; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Exhibit B-1 is hereby replaced with "Exhibit B-2" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit "B" and/or "B-1" shall refer to "Exhibit B-2" commencing as of the effective date of this Amendment No. 2.

3. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 180113B as of the first date written above.

BIOMEDICAL WASTE DISPOSAL, INC.

By _____
ALIK GHAZARYAN
Chief Executive Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
RYAN GREGORY
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Corey S. Utsurogi* Date: 11/9/22	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT B-2
COMPENSATION

From the effective date of Amendment No. 2 through June 30, 2023 and each subsequent automatic renewal

COUNTY shall pay CONTRACTOR as follows:

Public Health site (2751 Napa Valley Corporate Drive, Building B, Napa, CA 94559): one 44-gallon container of biomedical waste pick up with service frequency weekly or biweekly (increased or decreased upon request) up to 52 pickups per year at the rate of $60.00 per pickup, inclusive of all costs and expenses.

Mental Health site (2751 Napa Valley Corporate Drive, Building A, Napa, CA 94559): one 44-gallon container of biomedical waste pick up with service frequency of every 8 weeks, up to 7 pickups per year at the rate of $69.00 per pickup, inclusive of all costs and expenses.

CONTRACTOR shall submit invoices for payment within 60 days of the end of the month in which service(s) identified were provided.

Annual Contract Maximum shall not exceed $4,000.00 per year for the term of the contract.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2139

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Agreement No. 230228B with Kings View Professional Services, Inc.

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230228B with Kings View Professional Services, Inc., for a five year maximum of $2,548,860 for the term beginning upon approval through June 30, 2027, for the provision of ongoing consultative and technical support to assist with the configuration and implementation of HHSA's specialized Electronic Health Record (EHR).

EXECUTIVE SUMMARY

Approval of today's action will allow HHSA to obtain the operational and technical expertise of Kings View Professional Services to assist the Agency with a smooth transition from the retiring EHR to the new EHR, while maintaining compliance with state mandates and billing requirements for Behavioral Health Services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Health and Human Services Agency, Mental Health Division
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The requested action is discretionary in that there is no mandate to have this specific contract nor is it mandatory to contract with this contractor. Implementation of the new EHR, Credible, requires significant, specialized technical support involving the transfer of large amounts of data from the existing system to Credible. Ongoing technical support is also required in building out workflows to adapt our internal processes for case management, data entry, billing, data sharing, and reporting requirements. Implementation must occur by July 1, 2023, to comply with the upcoming changes stemming from CalAIM.
Is the general fund affected?	No
Future fiscal impact:	This Agreement terminates on June 30, 2027. Funding for this Agreement is included in the current approved Fiscal Year 2022-2023 budget, and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this contract is not approved, Napa County HHSA will not be able to benefit from the technical expertise of Kings View. This would likely result in delays in implementation of the Credible system and increase risk exposure for Napa County related to emerging regulatory changes.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

HHSA is required by Federal and State Regulation to utilize a specialized EHR that is California-compliant to capture, bill, and maintain treatment records. For the past 14 years, HHSA has met this obligation with the Anasazi software system. The company that owns the Anasazi software, Cerner, is phasing out the system and will no longer provide updates or maintain the product.

In preparation for the phase out of the current EHR, multiple county stakeholders including Privacy/Compliance, Information Technology Services, and the HHSA Divisions of Mental Health, Alcohol & Drug Services, Fiscal, and Operations, were consulted to formulate a Request For Proposal (RFP) for a new EHR that will meet HHSA's needs and fulfill requirements under two separate regulatory programs: (1) the 21st Century Cures Act, which requires the healthcare industry to adopt standardize application programming interfaces (APIs) in order to allow individuals to securely and easily access their health information, advance interoperability and support the access, exchange and use of electronic health information per Federal regulation; and (2) the California Advancing and Innovating Medi-Cal (CalAIM), which is a multi-year plan to transform the Medi-Cal delivery system by reducing complexity and increasing flexibility; addressing social determinants of health; improving quality outcomes and drive value based initiatives; and create modernization

of systems and payment reform.

Through the RFP process Credible Behavioral Health, Inc., dba. Qualifacts System, LLC., was chosen and on September 27, 2022, this Board approved entering into a contract with Qualifacts, adopting Credible as the new EHR platform for the Behavioral Health Services, in HHSA, for a five year term. As part of the thorough RFP evaluation process, potential vendors were also evaluated on their implementation support and their ability to provide ongoing technical support for their product. Implementation of a new EHR requires significant, specialized technical support involving the transfer of large amounts of data from the existing system to Credible. Ongoing technical support is also required in building out workflows to adapt our internal processes for case management, data entry, billing, data sharing, and reporting requirements. Implementation must occur by July 1, 2023 to comply with the upcoming changes stemming from CalAIM, in particular, transformation of the existing and historic financial reimbursement for all California County Behavioral Health services. The Credible EHR product offered through Qualifacts has brought the additional advantage and was selected in part for it having an implementation and support partner in Kings View Professional Services (KVPS) that could assist HHSA with a rapid and complicated implementation.

KVPS provides implementation and ongoing technical support specific to the Credible EHR platform. They currently provide similar services to 15 counties and have been leaders in the Community Behavioral Health space for over 25 years. Contracting with KVPS provides HHSA access to technical and Behavioral Health specific expertise to configure the new system, and ensure billing, compliance, and administrative oversight of essential Behavioral Health community services are uninterrupted.

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NAPA COUNTY AGREEMENT NO. 230228B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____ 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **KINGS VIEW PROFESSIONAL SERVICES,** 7170 N. Financial Drive, Suite 110, Fresno, CA 93720**,** hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services to provide implementation and ongoing technical support for COUNTY's specialized Electronic Health Record System; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **RYAN GREGORY**, **Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	DocuSigned by: Amanda Nugent Divine A04F817F73914D5... Amanda Nugent Divine, PhD, Chief Executive Officer DocuSigned by: Michael Kosareff 79925D1D4D6C40B... Michael, Kosareff, Chief Financial Officer

Maximum Amount of this Agreement: $2,548,860 Term Expires: June 30, 2027 Automatic renewal of term does not apply.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Rachel L. Ross* Date: November 17, 2022

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TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 230228B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Carolina Harry, Application Support Team Manager

1.5 The Contract Contact Person for CONTRACTOR shall be: Bill Dollar, 7170 N. Financial Drive, Suite 110, Fresno, CA 93720.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: Mental Health Services Act

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Department of Health Care Services Mental Health and Substance Use Agreements.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.countyofnapa.org/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

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the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[ ] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[X] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis

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CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Compensation and Scope of Services (attached)
Exhibit B: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit C: HIPAA Business Associate Agreement

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EXHIBIT A

COMPENSATION AND SCOPE OF SERVICES

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

COMPENSATION

Total: FY 22/23 - $480,000
FY 23/24 - $480,000
FY 24/25 - $504,000
FY 25/26 - $529,200
FY 26/27 - $555,660

Terms: 1/12th monthly

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current Electronic Health Record System (EHRS) –and migration to Credible EHRS. It is not intended to address issues relative to office application documents, files, and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

KVPS-EHRS Support

1. Contractor will provide consultative services to County concerning current design of Credible EHRS.

2. Contractor will assist maintaining and supporting Production and Non- Production copies EHRS on hosted servers.

3. Contractor will advise on EHRS updates:

a. Write and provide County to the best of Contractor's abilities a thorough risk-benefit analysis for all EHRS updates based on supplied documentation from EHRS Software to include:

- Summary of the purpose(s)

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- List of known and potential risks
- List of known and potential benefits
- Reporting implications
- Identify any additional report functionality

b. Test EHRS updates and resolve with Credible known bugs. If the bug fix requires additional time or research to correct, contractor will develop temporary processes to mitigate issue.

c. County is aware failure to load all EHRS updates in sequence and as supplied by EHRS software vendor could impact Contractor's ability to meet scope of services as discussed in Exhibit A, and EHRS support.

4. Contractor will provide assistance with EHRS customization including workflow redesign, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by County. Contractor will maintain management forms and related data tables for State reporting, billing and security.

5. Contractor will provide the following forms of documentation:

a. Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.

b. Provide Risk/Benefit Analysis of EHRS updates.

c. Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including participation in Meetings/Call.

6. Contractor will use all reasonable efforts to work with Credible Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.

7. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for County as requested for initial and ongoing Credible reports by County.

8. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.

9. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.

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10. Contractor will provide support for County's continued implementation strategies of various modules of the Electronic Health Record System. Participate in all implementation meetings, and at least quarterly after implementation to identify problems and agree/help with implemented solutions.

11. Assist at County's request in the development of a County Behavioral Health Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:

a. Power outage beyond 1 workday and

b. Corruption of data.

c. Annual review of plan.

12. Contractor will provide 2nd Tier backup/emergency support as needed and requested by County.

13. Support incorporation of contracted vendors of the Napa County HHSA Behavioral Health Division.

Monthly Revenue Cycle Support for Funding Sources:

1. Contractor will provide support and assistance for all month-end processes for the completion of A/R and Medi-Cal Billing Processes to County staff for all requirements set forth by California Department of Health Care Services. Provide staging of claims for month end processes to the Napa HHSA Fiscal Division, and work in concert with the Fiscal Division for development and support of Managed Care Module functions.

2. Contractor will provide training and support to program staff for program processes required in the month-end process. Provide training and technical assistance to HHSA Fiscal Division related to new Credible, and ongoing financial processes.

3. Contractor will use all reasonable efforts to have County's system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy, and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.

4. Support annual claiming reporting and year end closing processes by the HHSA Fiscal Division.

5. Develop and maintain monthly Billing Policy Workgroup and Fiscal Revenue Estimate forms and reporting.

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6. Provide training and technical assistance to HHSA Contract provider fiscal representatives (group training) and site specific if appropriate.

7. Setup New and Update global tables such as but not limited to Unit/Subunit, Pay Sources, Service Codes, Benefit Plans, Billing Matrixes, Programs, and Provider tables.

8. Setup New and Update Vendors for Managed Care System including the submission of 837P and the issuance of 835P to vendor.

9. Produce the Cost Report for units' reconciliation, including 3rd Party Payments and Aid Code Category (FFP) and total units.

10. Trouble shooting of the system when not working the way it should from billing perspective.

11. Setup New and Update suspense codes for managing regulation requirements. Maintain Aid Code Master File and Procedure Code table.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.

2. Contractor will edit, create, and submit on behalf of County, or provide to County for submission as agreed to by County:

- **a.** California Outcomes Measurement System (CalOMS)
- **b.** Client and Service Information (CSI)
- **c.** Child and Adolescent Needs and Strengths (CANS)
- **d.** Pediatric Symptom Checklist (PSC 35)
- **e.** Adult Outcome Reporting Tool – ANSA or Department of Healthcare Services Required tool
- **f.** FAST (Functional Assessment Screening Tool)
- **g.** NACT 274 (Network Adequacy Certification Tool) – MH, and ODS
- **h.** CalAIM submissions

3. Network Adequacy Certification Tool (NACT) – County will be solely responsible for the gathering of required documents. Contractor will upload and/or provide assistance to County as mutually agreed to meet reporting requirements. Contractor will submit Network Adequacy Certification Tool (NACT) and commits to reviewing additional functionality when State provides rules for editing the file.

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4. In the event new electronic reporting requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency.

5. Contractor will work with County develop an ANSA report, and a monitoring tool for CONREP/HCR20, monthly reporting for CANS/PSC35/NACT 274 and related required state reports.

6. Support state requirements related to BH QIP elements and related Cal AIM reporting and emerging data management and sharing agreements.

7. Provide support for Napa County HHSA responses to State and Federal audit and oversight responses, including the External Quality Review Organization (EQRO), Triennial reviews, and responses to State or Federal findings. Participate (as needed) in State and Federal reviews, audits and serve as subject matter experts if requested for these critical business functions.

Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to County:

    - Productivity
    - Case Assignments
    - PHQ9/GAD7 or similar
    - Timeliness of Service
    - CANS
    - Claims Pay Source
    - Client Demographics
    - Appointment Type
    - Assignments
    - ANSA
    - Others TBD

2. County may request additional analytic dashboards which are a part of Contractor library and similarly priced from Contractor in place of listed dashboards. Additional fee may apply for unique dashboards specific to County or local providers not applicable to other sites based on scope and complexity of dashboard. Contractor will provide consultative services to County concerning dashboards, design, functionality, and any specific customizations.

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3. Contractor will provide consultative services to County developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all Counties.

4. Contractor will monitor and maintain dashboards utilized by County.

5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and County prior to any upgrade. County maintains the right not to include the proposed changes or functionality into their dashboards.

6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and County.

7. Contractor will monitor and maintain Tableau server licenses for County and provide access to Tableau reader utilized by dashboard applications.

8. Contractor will provide quarterly reports to County related to data trends and anomalies of dashboards.

9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for County.

10. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.

11. Contractor will develop temporary dashboards for Performance Improvement Projects (PIPs). Dashboards which County wishes to be permanent will be subject to item 10.

12. Initial setup of Credible dashboards.

13. Development of KPI dashboards, including migration of data/dashboard to a central agencywide HHSA dashboard (e.g. Microsoft BI, Tyler Technologies (Socrata), etc.).

14. Support for custom dashboard development, such as "revenue estimate dashboard" or "medication consent dashboards" which may be required to support program or organizational needs.

15. Support developing Privacy and Compliance reports/dashboards that can only be run by specific users. Examples include:

a. Ability to run reports that identify any documentation trends, such as

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copying/pasting (cloning) of notes in narrative sections, duplicative services, etc.

b. User access log reports to identify instances where users have accessed records outside of their assigned caseload.

c. Ability to track any lapse in clinician licensure (if this is tracked in the system)

16. "Break the glass" setup and reporting.

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EXHIBIT B

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

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(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

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include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

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10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

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will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30)
days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

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(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold

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any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this

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Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

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(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of

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CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

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(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-

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hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or

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construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict.

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CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the

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subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

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(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY

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that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any

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payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal

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Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has

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received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.countyofnapa.org** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

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EXHIBIT C
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between **KINGS VIEW PROFESSIONAL SERVICES, INC.,** (the "Business Associate") and Napa County (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, maintain, transmit, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Napa, a hybrid entity, and its designated covered components, which are subject to the HIPAA Rules.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Media. "Electronic Media" shall have the same meaning as the term is defined in Section 160.103.

(f) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(g) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(h) Individual. "Individual" shall have the same meaning as the term ''Individual'' in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

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(i) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Exhibit is attached and made a part of.

(j) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) & 164.514(d): *Standard: Minimum Necessary.*

(k) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(l) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

(m) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(n) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(o) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes Protected Health Information that is under the control of Covered Entity, or Business Associate of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(p) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(q) Subcontractor. "Subcontractor" means a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate.

(r) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

4. **Business Associate's Obligations and Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164 of the Privacy Rule, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

(c) Business Associate shall not sell Protected Health Information.

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5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment 1 to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Business Associate must make reasonable efforts to limit Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

(f) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 of the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth herein.

6. **Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to the Minimum Necessary.

(b) Safeguarding Electronic Protected Health Information. Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable, Should Business Associate fail to comply with this provision, it agrees to hold harmless, defend at its own expense and indemnify Covered Entity in accordance with the terms of Section 9 of the Agreement, "Indemnification".

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(c) Destruction of Protected Health Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

(d) Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain Protected Health Information, Business Associate shall immediately notify Covered Entity of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for Covered Entity to disable the previously authorized access.

7. **Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any access, use or disclosure of Protected Health Information not permitted or provided for by the Agreement of which it becomes aware, including any breach as required at Section 164.410, or security incident,. Such notification will be made immediately after discovery by telephone call at 707.253.4715, plus e-mail at Privacy.Officer@countyofnapa.org, and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. **Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.**

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity.

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(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

9. **Indemnification.**

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity, including Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

(d) Survival. The obligations of Business Associate under this Section 9 shall survive this Agreement.

10. **Individuals' Rights.**

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time

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and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. **Obligations of Covered Entity.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. **Agents and Subcontractors of Business Associate.**

(a) Business Associate agrees to enter into written agreements with any agent, subcontractor or vendor, to whom it provides Protected Health Information received from Covered Entity or created, received , maintained or transmitted by Business Associate on behalf of Covered Entity, that impose the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion , or unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. **Audit, Inspection, and Enforcement.**

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may

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audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity**. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from Covered Entity, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this Section 15 that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies.

(c) If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. Business Associate may retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(d) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

(e) Survival. The obligations of Business Associate under this Section 15 shall survive this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules.

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17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Napa County Compliance and Privacy Officer
2751 Napa Valley Corporate Dr. Suite B
Napa, CA 94559

707.253.4715

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

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HIPAA BUSINESS ASSOCIATE PROVISIONS

ATTACHMENT 1 TO EXHIBIT C

As provided in Paragraph 5 of Exhibit C of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes:

Contractor will have full access to the Electronic Health Record/ Credible platform. This will include direct access to client data to conduct activities delineated in exhibit A of the Master Agreement.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2140

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Revenue Agreement No. 230229B with County Medical Services Program Governing Board

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230229B with County Medical Services Program Governing Board, for a maximum of $50,000, for the term November 1, 2022 through April 30, 2024, for the award of funds from the Local Indigent Care Needs Grant Program (LICN), in order to promote timely delivery of necessary medical, behavioral health and support services to medically indigent adults.

EXECUTIVE SUMMARY

Approval of today's action will allow HHSA to accept a grant award to expand the delivery of locally directed indigent care services for low-income uninsured and under-insured adults that lack access to health, behavioral health and associated support services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Health and Human Services Agency, Self Sufficiency Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Although accepting this revenue is not mandated, it supports the goals of HHSA.
Is the general fund affected?	No

Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	Eligible populations within the community will not be able to access coordinated services to improve health and end the cycle of homelessness.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The County Medical Services Program (CMSP) provides health coverage for uninsured low-income, indigent adults that are not otherwise eligible for other publicly funded health care programs. In April 1995, the CMSP Governing Board was established to set overall program and fiscal policy for CMSP. Thirty-five counties throughout California (including Napa) participate in CMSP.

CMSP Governing Board released a Request for Proposal (RFP) for CMSP counties to expand the delivery of locally directed indigent care services for low-income uninsured and under insured adults that lack access to health, behavioral health, and associated support services in CMSP counties. HHSA applied for and was awarded the LICN Planning Grant in the amount of $50,000, which is the maximum amount available.

The LICN Planning Grant enables the lead agency (HHSA) to bring stakeholders together to establish and strengthen relationships to improve access to recently incarcerated individuals to access nutritional support, housing, transportation, legal assistance, income assistance (including employment), behavioral and health care services through existing services providers. To more holistically service those recently incarcerated, the stakeholders envisioned in this collaborative process include, but are not limited to, all program divisions within HHSA, Napa County Department of Corrections, Napa County Probation Department, and the Housing and Homeless Services Division of the County Executive Office of Napa County.

This LICN Planning Grant will enable HHSA to bring these stakeholders together to develop an Implementation Plan that will meet the objectives of the LICN Program to 1) promote timely delivery of necessary medical and behavioral health services to formerly incarcerated adults, 2) link those populations to community resources, and 3) improve overall health outcomes. This Planning Grant will also position the County for future funding opportunities to bolster our collective work, including possibly in the area of data integration across many parts of the County to improve services to our community. Specifically, the CMSP

grant available following this 18-month Planning Grant is a three-year grant of up to $1.5 million dollars.

LICN-052

AGREEMENT FOR

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

LOCAL INDIGENT CARE NEEDS PLANNING PROJECT GRANT PROGRAM

between

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD ("Board")

and

Napa County Health and Human Services (HHSA)

("Grantee")

Effective as of:
November 1, 2022

LICN-052

AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM
LOCAL INDIGENT CARE NEEDS GRANT PROGRAM

FUNDING PLANNING PROJECT GRANT

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the lead agency listed on Exhibit A ("Grantee").

A. The Board approved the funding of the Local Indigent Care Needs Grant Program (the "Grant Program") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Proposals for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit B ("RFP").

B. Grantee submitted an Application ("Application") for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit C (the "Project"). The Project is a grant project ("Grant Project").

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice and reports as required in this Agreement from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future CMSP Local Indigent Care Needs Grant Program or services provided outside the scope of the Grant Program.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project and shall not use

the Grant Funds to fund Grantee's administrative and/or overhead costs except as provided herein. Grantee may use an amount of the Grant Funds up to ten percent (10%) of the total Project expenditures fund Grantee's administrative and/overhead expenses directly attributed to the Project. In addition, Grantee shall comply with the terms of Exhibit E Use of Grant Funds attached hereto. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project.

E. Matching Funds and In-Kind Match. The Grantee is not required to provide dedicated matching funds; however, the Grantee is required to provide an in-kind match of a minimum of ten percent (10%) of the Grant Funds as a means of demonstrating the commitment of the Grantee and participating (partnering) agencies to implement the strategies and/or services being developed with the Grant Funds. Such in-kind match (or alternatively, matching fund of a minimum of ten percent (10%) of the Grant Funds) may be provided solely by the Grantee or through a combination of funding sources; provided, however such matching funds shall not originate from any CMSP funding source.

F. Possible Revision to Payment Schedule. If the Project warrants a change in payment schedule as described in Exhibit A, or if Grantee's expenditures are not in compliance with the Project, the Board may, within its sole discretion, revise the payment schedule or withhold payment of further amounts.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct, or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This Section 4 shall survive the termination or expiration of this Agreement.

5. Board Consent Required for Purchase of Specified Personal Property. If Grantee's Application anticipates the purchase of any personal property valued in excess of $5,000 with Grant Funds, including but not limited to computers, software, equipment, or vehicles ("Specified Personal Property"), then Grantee must obtain the Board's prior written consent for any such purchase. Grantee shall make such request for the Board's consent pursuant to a form and manner as determined by the Board.

6. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

7. Technical Assistance Consultant: The Grantee shall participate in technical assistance programs and collaborate with the Technical Assistance Consultant as hired by the Board ("Technical Assistance Consultant") as requested. At a minimum, Grantee is required to participate in one or more interviews with the Technical Assistance Consultant, have a minimum of one (1) representative participate in Quarterly Technical Assistance Conference Calls and/or Webinars and host the Technical Assistance Consultant at least one (1) site visit at the earliest coordination in the beginning of the Grant. Additional site visit(s) and technical assistance services will be coordinated as needed to advance the planning efforts of the Grantee.

8. Record Retention. Grantee shall maintain and provide the Board with reasonable access to such records for a period of at least four (4) years from the date of expiration of this Agreement.

9. Audits. The Board may conduct such audits as necessary to verify Grantee's compliance with the terms of this Agreement. Such audit rights shall include auditing 100% of expenditure of Grant Funds and such information and documents as necessary to verify use of Grant Funds and Grantee's performance of the Project in accordance with the terms of this Agreement Grantee shall cooperate fully with the Board, its agents, and contractors in connection with any audit and provide information to the Board, its agents, and contractors in a timely manner.

10. Reporting.

A. Notification of Project Changes. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan; (2) the target population; (3) the structure and process for completing grant activities as outlined in the Application as set forth in Exhibit C; (4) the roles and responsibilities of all participating (partnering) agencies; (5) services provided; (6) key Grantee personnel; (7) the budget; and (8) timelines.

B. Interim Progress Report. Grantee shall submit one (1) interim report to the Board using the Interim Progress Report template on May 31, 2023. Each report should: (1) clearly define the target population and its needs; (2) demonstrate progress toward answering questions posed in the Grantee's submitted application; (3) demonstrate progress toward meeting Project's identified goals; (4) identify challenges and barriers to meeting Project goals encountered during the prior six (6) months; (5) compare Project progress to the Application, Planning Project Work Plan and Timeline as set forth in Exhibit C; (6) advise of changes to any key Grantee personnel or their responsibilities; (7) describe the Grantee's experience utilizing Technical Assistance; (8) describe changes in key partnerships, and (9) report on target population impact and share significant success stories.

C. Interim Expenditure Report. Grantee shall submit one (1) interim expenditure report to the Board using the Interim Expenditure Report Template on May 31, 2023

. The interim expenditure report should: (1) compare budget expenditures to actual expenditures for the reporting period; (2) detail total grant funds received and expended to date; and (3) detail any proposed budget modifications for the remaining project period.

D. Final Report. Grantee shall submit a final report to the Board using Final Report Template by November 30, 2023, that: (1) clearly defines the target population and their needs; (2) provides answers to each of the questions posed in the Grantee's submitted application; (3) provides measurable outcomes to the identified Project goals; (4) identifies challenges and barriers to meeting Project goals encountered during the prior six (6) months; (5) compares Project progress to the Application and Planning Work Plan as set forth in Exhibit C; (6) describes the Grantee's experience utilizing Technical Assistance; (8) describes any key partnership changes; (9) reports on the target population impact and shares any significant success stories; (10) compares budget expenditures to actual expenditures for the entire project period; and (11) details total grant funds received and expended during the entire project period.

E. Non-Compliance with Reporting Requirements. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth in this Agreement and in the RFP.

11. Term. The term of this Agreement shall be from November 1, 2022, to April 30, 2024, unless otherwise extended in writing by mutual consent of the parties.

12. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in Sections 1, 2.B, 2.D, 2.E, 4, 5, 6, 7, 8, 9 and 10. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

13. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach, or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

14. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

15. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

16. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor

shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

17. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first–class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

18. Amendment. All amendments must be agreed to in writing by Board and Grantee.

19. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

20. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective November 1, 2022.

BOARD:	GRANTEE:
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD	NAPA COUNTY HEALTH AND HUMAN SERVICES (HHSA)
By: _____	By: _____
Kari Brownstein, Executive Director	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL
By: Doug Parker, Deputy (via e-sign)
Date: November 28, 2022

LICN-052

EXHIBIT A

GRANTEE: _____

GRANTEE'S PARTNERS UNDER CONTRACT[1]

_____
_____
_____

GRANT FUNDS:

Total Amount To Be Paid under Agreement: $50,000.00

If the Project warrants a change in payment schedule, the payment schedule may be modified by the Board provided Grantee has submitted any required expenditure reports.

1. Amount to Be Paid Upon Execution of This Agreement (40%): $20,000.00

2. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Interim Progress Report, and Interim Expenditure Report (reports due 05/31/23) (50%): $25,000.00

3. Amount To Be Paid Within 30 Days Following Receipt of Invoice and the Final Report (report due 11/30/23) (10%): $5,000.00

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

_____
_____
_____
_____
_____

If Funds will be Used to Purchase Specified Personal Property, List Specified Personal Property to be Purchased and Date of Consent by the Board:

_____
_____
_____
_____
_____

[1] Attach copy of any contract.

LICN-052

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Meegan Forrest, Director of Finance & Administration
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 111
(916) 649-2606 (facsimile)

Grantee:
(Insert Grantee name, address, contact person, phone, and fax numbers)

Napa County Health and Human Services (HHSA)
Attn: Teresa Brown
2751 Napa Valley Corporate Drive, Building B
Napa, CA 94558

LICN-052

EXHIBIT B

REQUEST FOR PROPOSAL

BOARD'S REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS

County Medical Services Program Governing Board

CMSP Local Indigent Care Needs Grant Program

Eligible Applicants: County Agencies and non-profits from the following 10 CMSP Counties - Alpine, Amador, Calaveras, Del Norte, Mendocino, Modoc, Napa, San Benito, Sierra, & Tehama

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer the option of contracting with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. Thirty-five counties throughout California participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) received by the Governing Board and county general-purpose revenue provided in the form of County Participation Fees. CMSP members are medically indigent adults, ages 21 through 64, who meet CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal or Covered California. County welfare departments located in the 35 participating counties handle eligibility for and enrollment in CMSP. All CMSP members must be residents of a CMSP county, and their income level must be less than or equal to 300% of the Federal Poverty Level (based on net non-exempt income).

The Path to Health Pilot Project was launched in 2019 to test the effectiveness of providing primary and preventive services to low-income, undocumented county residents that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services under the Medi-Cal program. Path to Health serves undocumented adults ages 26 - 49 that are enrolled in an emergency services only Medi-Cal program aid code and reside in one of the 35 CMSP counties.

Additionally, CMSP launched the Connect to Care Program in December 2020 to provide primary and preventive services to documented and undocumented county residents, ages 21-64, with income levels between 138% and 300% FPL. The goal for the program is the same as Path to Health – to promote timely delivery of necessary primary and preventive medical services to the target population to improve health outcomes for the population and reduce the incidence of emergency services utilization and inpatient hospitalization by the population.

Member enrollment in Path to Health and Connect to Care occurs through contracted Community Health Centers, including Federally Qualified Health Centers, Rural Health Clinics, and Tribal Health Program, where many program enrollees will also obtain covered primary care services.

The Governing Board administers other projects, including the Health Systems Development grant program, two healthcare workforce development programs, the Specialty Care Access Grant, and the COVID-19 Emergency Response Grant.

II. ABOUT THE CMSP LOCAL INDIGENT NEEDS PROGRAM

Through the Local Indigent Care Needs Program (LICN Program), the Governing Board seeks to expand the delivery of locally directed indigent care services for low-income uninsured and under-insured adults that lack access to health, behavioral health, and associated support services in CMSP counties. The principal goals of the LICN Program are to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations; link these populations to other community resources and support; and improve overall health outcomes for these target populations.

A. Program Tracks

The LICN Program has two program tracks.

Track One – Planning Project Grants: Grants shall be available to CMSP county or non-profit agency applicants with demonstrated capacity to bring local stakeholders together, who intend to apply for an Implementation Program Grant and have the desire to develop an Implementation Plan in accordance with the requirements of the LICN Program (Implementation Plan).

Applying for a Planning Project Grant is optional. Applicants may apply directly for an Implementation Program Grant if they choose.

Track Two – Implementation Program Grants: Grants shall be available to CMSP county or non-profit agency applicants to support concrete, defined Implementation Plans that address the goals and objectives of the LICN Program. Applicants must show experience bringing local stakeholders together and their role providing health and/or human services in the community for low-income and/or indigent residents in CMSP counties.

B. Target Populations

The target populations for LICN Implementation Program efforts must focus on one or more of the following uninsured or under-insured groups within one or more CMSP count(ies):

1) Adults that need follow up specialty services and/or other support services following an inpatient hospital stay
2) Adults receiving inpatient hospital care that have limited home or community support to facilitate healing and recovery
3) Adults with complex health or behavioral health conditions that have housing and/or transportation challenges which impede their ability to obtain necessary health care services
4) Adults with health and/or behavioral health conditions released from incarceration

Within the target populations outlined above, program activities may further narrow the focus of efforts to one or more of the following sub-groups within the target populations:

- Homeless adults
- Adults with chronic health or behavioral health conditions; and/or
- Adults in need of pain management support

Projects do **not** need to only support CMSP members or CMSP-eligible individuals.

C. Four Alternative Components for Local Indigent Care Needs Programs

Implementation Programs shall incorporate **at least one** of the following four program components into their program strategies:

1) Local-Level Care Management

Develop Care Management interventions that:

- Provide linkage to other services and supports in the community that facilitate management of each client's needs
- Are tailored to meet individual client service needs and involve clients as decision makers in the care planning process
- Have capacity to meet with clients in community locations such as at physicians' offices, hospitals, county social services departments, homeless shelters, or client's homes (as appropriate)
- Provide data system capacity that is sufficient to comprehensively document and track Care Management services provided to clients and provide a mechanism that assures timely and appropriate identification and care management service needs

2) Continuity of Care

Develop county-wide or regional Continuity of Care strategies that:

- Facilitate linkages across the continuum of care, specifically inpatient care to appropriate outpatient care. Linkages may include access to specialty care, primary

care, prescription medical support, home health, hospice, long-term care, mental health treatment, substance abuse treatment, and durable medical equipment.

3) Enabling Services

Establish or strengthen existing mechanisms that:

- Engage clients in obtaining nutritional support, housing, transportation, legal assistance, and income assistance to support LICN Program goals through referrals to existing service providers
- Provide access to enabling services not otherwise available in the community through new service creation or expansion of currently limited services. Equipment purchases, expansions of current facilities, and/or renovation/remodeling of current facilities may be considered under this initiative. No LICN Program grant funds may be used for the lease/ purchase of land, buildings, or new construction. (Further detail is available in Appendix B LICN Allowable vs. Unallowable Use of Funds resource located on the CMSP website).
- Establish effective working relationships with county welfare department(s) in their service area to help facilitate applications for health coverage and other public assistance

4) Disease Management

Establish or strengthen existing mechanisms to:

- Halt or decrease the severity of the conditions of clients with chronic, ongoing health and/or behavioral health conditions through such strategies as symptom management, medication compliance, adherence to treatment plans, and lifestyle changes

D. Technical Assistance Contractor Support to Grantees

Technical Assistance (TA) services will be available to Planning and Implementation Program Grantees through the following services:

Planning Grants

- Web-based training and feedback
- Quarterly TA conference calls and/or webinars to foster a learning community across grantees
- Monthly consults (calls, emails and/or site visits)
- Planning toolkits and relevant resources

Implementation Grants

- Implementation Program conferences
- Quarterly TA conference calls and/or webinars to foster a "learning community" across grantees
- One in-person or virtual site visit during the second year of the Implementation Grant project period

- Monthly consults (calls, emails)
- Ad Hoc TA Consultant support can be provided upon request

III. ELIGIBLE APPLICANTS

Eligible applicants for this program are a county or a non-profit organization in one of the following CMSP counties:

- Alpine
- Amador
- Calaveras
- Del Norte
- Mendocino
- Modoc
- Napa
- San Benito
- Sierra
- Tehama

A. Planning Project Grants: Lead Agency Applicant and Project Partner Requirements

- Planning efforts must be focused within one or more of the eligible CMSP counties.
- The lead agency applicant must be either an eligible CMSP county agency or department or a not-for-profit organization and must have demonstrated capacity to bring together varied stakeholders within the county or region.
- The lead agency and all key Planning Project partners must be in good standing with the Governing Board.
- Planning Project Grant applicants must have support, as demonstrated by Letters of Commitment, from at least one local hospital or at least one primary care provider such as a clinic, private practice physician, or physician group.
- In addition, Planning Project Grant applicants must have demonstrated support, as evidenced by Letters of Commitment, from at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services or Probation.

B. Implementation Program Grants: Lead Agency Applicant and Project Partner Requirements

- Implementation efforts must be focused within one or more CMSP counties.
- The lead agency applicant must be either an eligible CMSP county agency or department or a not-for-profit organization. The lead agency does not need to be located within a CMSP county; however, all project performance must occur within a CMSP county.
- The lead agency applicant must possess organizational capacity to carry out its Implementation Plan in accordance with the requirements described in this RFP.
- The lead agency and all key implementation project partners must be in good standing with the Governing Board.
- Grant applicants must have support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, from at least one local hospital and at least one primary care provider such as a clinic, private practice physician, or physician group.

- Grant applicants must have the demonstrated support, as evidenced by either Letters of Commitment or Memorandums of Understanding, of at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services and Probation.
- The lead agency applicant should have the support of other local providers of safety-net services, as demonstrated by either Letters of Commitment or Memorandums of Understanding.

IV. TENTATIVE PROJECT TIMELINES

Below is the anticipated timeline for the Summer 2022 Round of the Local Indigent Care Needs Grant Program RFP. This timeline is tentative and subject to change at Governing Board discretion.

Local Indigent Care Needs Grant: Summer 2022 Grant Timeline	
Date	**Activity**
06/15/22	RFP Released
06/29/22	Replicating Success – Project Highlights Webinar 9:30AM PST
07/13/22	RFP Assistance Webinar 10:00AM PST
07/13/22	Letters of Intent Due by 3:00PM PST
08/01/22	Proposals Due by 3:00PM PST
09/22/22	Governing Board Proposal Review and Approval

V. ALLOCATION METHODOLOGY

The Governing Board, in its sole discretion, may fund or not fund Planning or Implementation Grants in this round. Total Local Indigent Care Needs grant awards and technical assistance provided by the Governing Board may equal up to fifty-million dollars ($50,000,000) over the life of the program.

A. Planning Project Grants

One-time awards up to $50,000 per project (or up to $75,000 if the project serves more than one CMSP county) may be made for Planning Project Grants. Planning efforts are expected to last no more than 12-months and produce a final Implementation Plan.

Allowable vs. Unallowable Expenses
Please refer to the full list of allowable vs. unallowable expenses on the CMSP website.

In-direct Costs/Overhead Expenses
No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall equal 10% or less of the total project expenditures. Indirect costs also include office expenses attributable to managing an office including photocopies, postage, telephone charges, utilities, facilities, educational materials, and general office supplies.

In-Kind/Matching Funds Required
Awardees are required to provide a minimum of 10% in-kind and/or matching funds of the Planning Grant Program award amount per year. In-kind and/or matching funds may be provided solely by the lead applicant or through a combination of funding sources.

B. Implementation Grants

Awards up to $500,000 per year per project may be made for Implementation Program Grants. Grants may be provided for up to three years.

Allowable vs. Unallowable Expenses
Please refer to the full list of allowable vs. unallowable expenses on the CMSP website.

In-direct Costs/Overhead Expenses
No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Indirect costs also include office expenses attributable to managing an office including photocopies, postage, telephone charges, utilities, facilities, educational materials, and general office supplies. Administrative and/or overhead expenses shall equal 10% or less of the total project expenditures.

In-Kind/Matching Funds Required
Awardees are required to provide a minimum of 10% in-kind and/or matching funds of the Implementation Grant Program amount per year. In-kind and/or matching funds may be provided solely by the lead applicant or through a combination of funding sources.

Evaluation Expenses
Implementation Programs are required to budget a minimum of 10% total project expenditures for Evaluation Expenses. Evaluation expenses may include time spent performing data collection, analyzing data, or preparing reports.

Equipment and Renovation Expenses
No LICN Program grant funds may be used for the lease/purchase of land, buildings, or new construction. Equipment purchases, expansions of current facilities, and/or renovation or remodeling of current facilities may be considered under this initiative.

VI. AWARD METHODOLOGY

Planning Project Grant proposals will be reviewed and scored based upon the following criteria:

1) Target Population (10%)
2) Planning Questions (15%)
3) Planning Goals (15%)
4) Proposed Planning Activities (15%)
5) Work Plan and Timeline (15%)
6) Organization and Staffing (10%)
7) Letters of Commitment/Support (5%)
8) Budget (15%)

Implementation Program Grant proposals will be reviewed and scored based upon the following criteria:

1) Project Narrative (50% in total)
   - Statement of Need (5%)
   - Target Population (10%)
   - Proposed Project/Approach (20%)
   - Organization and Staffing (15%)
2) Implementation Work Plan (15%)
3) Budget (15%)
4) Logic Model (5%)
5) Data Collection and Evaluation Method (10%)
6) Letters of Commitment/ Support (5%)

The foregoing criteria are for general guidance only. The Governing Board will award Grants based on the proposals the Governing Board determines, in its sole discretion, are in the best interest of CMSP and the Governing Board.

Grant proposals which, in the Governing Board's sole discretion, are deficient, are not competitive, are non-responsive, do not meet minimum standards or are otherwise lacking in one or more categories may be rejected without further consideration.

The proposal process is competitive and not all proposals may be funded or funded in the amounts requested. All proposals will be ranked in order of their ability to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations, to link these populations to other community resources and support, and to improve overall health outcomes for these target populations.

An applicants' Planning Project or Implementation Grant proposal must achieve a minimum score of 85% and must achieve a ranking, in comparison with all other submitted proposals, that merits funding approval.

VII. PLANNING PROJECT GRANT PROPOSAL FORMAT AND REQUIREMENTS

A. Planning Grant Cover Sheet

Please complete the Planning Project Grant Cover Sheet template located on the CMSP website.

B. Planning Grant Proposal

Please complete the Planning Project Grant Proposal template located on the CMSP website.

1) Applicant Name
   - List the organization applying for LICN funding.

2) Project Title
   - List project title.
3) Technical Assistance Needs
   - Identify Technical Assistance Needs that will be necessary post-award.
4) Target Population
   - Describe the target population, and any sub- populations, to be served in the proposed project.
   - Define the characteristics of the target population and discuss how the proposed project will identify target population members.
   - Include background information relating to the proposed CMSP county or counties to be served, unique features of the community or communities, and other pertinent information that helps explain the problem or need within the community.
5) Planning Questions
   - What questions does the Planning Project hope to answer about the target population(s), service delivery, and/or resources through the planning process?
6) Planning Goals
   - What are your organization's specific goals during the planning process?
7) Proposed Planning Activities
   - Broadly discuss the proposed activities to be performed in the Planning Project.
   - How will your organization effectively complete and produce a framework for an Implementation Grant Program Proposal?
8) Work Plan and Timeline
   - Create a Planning Project Work Plan and Timeline using the CMSP provided Planning Grant Work Plan and Timeline template for completion of implementation, contracting, consultant/staff recruitment, evaluation, reporting, and sustainability planning activities.
   - Download the Planning Project Work Plan and Timeline template on the CMSP website.
9) Project Partners
   - Who are your proposed key partners?
   - What will your partners role be during this project?
10) Organization and Staffing
   - Describe the lead applicant's organizational capacity to bring local stakeholders together to undertake a planning process that leads to the development of a framework for an Implementation Program Proposal.
   - Clearly delineate the roles and responsibilities of the applicant organization(s) and key partner(s).
   - Identify a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners.
   - Describe any relevant prior efforts undertaken by the lead applicant and/or partners.
   - Describe the lead agency and all key partners' roles within the delivery system.
   - Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships.

C. Letters of Commitment

Letters of Commitment will be utilized in scoring and must be submitted as a part of the proposal. Any letters submitted outside of the proposal will not be considered in scoring the proposal.

1) Planning Project Grants must have the support, as demonstrated by Letters of Commitment, from at least one local hospital or one primary care provider such as a clinic, private practice physician, or physician group.
2) Planning Project Grants must have the demonstrated support, as demonstrated by Letters of Commitment, from at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services, and Probation. Planning Project Grants serving more than one CMSP county will need to obtain the minimum of two Letters of Commitment from CMSP county agencies or departments within each CMSP county to be served. Additional letters from other interested agencies and stakeholders may be provided.

An example Planning Project Letter of Commitment template is available for download on the CMSP website.

D. Budget and Budget Narrative

Complete the Planning Grant Budget and Budget Narrative located on the CMSP website. The budget narrative must detail expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. Please describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall not exceed 10% of total project expenditures. Briefly explain any expenses listed in the Budget Narrative whose purpose may be ambiguous to a reviewer.

Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

E. Authorized Signature

The Grant Proposal Authorized Signature document is located on the CMSP website.

VIII. IMPLEMENTATION PROGRAM GRANT PROPOSAL FORMAT AND REQUIREMENTS

A. Implementation Program Grant Cover Sheet

Please complete the Implementation Grant Cover sheet template located on the CMSP website.

B. Project Summary

Create a Project Summary and describe the proposed project concisely to include the following items:

1) Project goals
2) Project objectives
3) The project's overall approach (including target population and key partnerships),
4) Any prior efforts to address the target population
5) Any previous applicant experience working with CMSP
6) Anticipated outcomes and deliverables
7) The project's sustainability plan once the grant has ended

C. Implementation Program Grant Proposal Narrative

This document is not to exceed 10 pages and must include:

1) Clear Statement of Problem or Need Within Community

All Implementation Programs should focus on identified needs of one or more eligible target populations within the community. Please describe the target population, and any sub-populations, to be served in the proposed project. Define the characteristics of the target population and discuss how the proposed project will identify members of the target population. Please include the total estimated number of individuals your organization will serve each year over the three-year grant period. Include background information relating to the proposed CMSP county or counties to be served, unique features of the community or communities, and other pertinent information that helps explain the problem or need within the community.

Please identify current sources of health and behavioral health care for the target population(s), strengths in the health care delivery system, and existing or foreseen challenges in the delivery system. Applicants should use county-level and/or community-level data and other relevant data to demonstrate need.

2) Description of Proposed Project

Provide a summary of current and prior efforts to address the needs to the target population(s). Also, describe the range of project activities to be performed that will meet the identified needs of the target population.

All activities discussed should correspond with the items listed in the Logic Model (see Section VIII. D. below) and the Implementation Work Plan and Timeline. This section should be used to clearly describe steps necessary for program development efforts to be effectively undertaken and for program implementation to be carried out. This section should also describe which one or more of the following core LICN Program components will be incorporated into the program:

- Local-level Care Management
- Continuity of Care
- Linkages to Enabling Services
- Disease Management

As part of describing the proposed project, create a workplan and timeline for completion of all implementation, contracting, consultant/staff recruitment, evaluation, reporting, and sustainability planning activities.

Use the required Implementation Work Plan and Timeline template available for download on the CMSP Website. The template may be incorporated into the Project Narrative document or be submitted as a separate document.

3) Description of Planning Efforts

Provide a detailed description of how your organization is prepared to implement this project. List any programmatic changes the organization will need to make or objectives that will need to be met before grant program can be implemented

4) Organization and Staffing

This section should describe and demonstrate organizational capability to implement, operate, and evaluate the proposed project. Additionally, information provided should clearly delineate the roles and responsibilities of the applicant organization(s) and key partners and include the following:

- An organizational chart and description of organizational structure, lines of supervision, and management oversight for the proposed project, including oversight and evaluation of consultants and contractors
- Identification of a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners; and,
- The roles, qualifications, expertise, and auspices of key personnel
- Describe the lead agency and all key partner roles within the delivery system.
- Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships with through the implementation process.
- Identify any staff that will need to be recruited and hired upon Project inception.

The organizational chart should only include staff, key partners, and additional partners to be recruited for the proposed project.

5) Sustainability Planning

Awarded Implementation Grant projects will be required to produce a sustainability plan during the second year of the grant. Please outline initial ideas about how some or all the proposed grant activities can be sustained into the future after grant funding ends.

- What organizational or funding sources will the applicant utilize after the 3-year grant period ends?
- What key partners will assist in sustaining this project effort?
- Will the project rely on any state-funded programs such as CalAIM to support its continuation?

D. Logic Model

All applicants are required to submit a logic model. A logic model is a series of statements linking target population conditions/circumstances with the service strategies that will be used to address those conditions/circumstances, and the anticipated measurable outcomes. Logic models provide a framework through which both program staff and the TA consultant can view the relationship between conditions, services, and outcomes. All logic models should include a description of the 1) target population; 2) program theory; 3) activities; 4) outcomes; and 5) impacts. All logic models should include **quantifiable** outcome measures as detailed in the logic model resource.

The required Logic Model template is available as a word document for download on the CMSP website. This document may not exceed 2-pages.

E. Data Collection and Reporting

All applicants shall create a document that presents their plan for data collection, analysis, and reporting. This document must specify data to be collected and reported upon, and how that data set will be used to document the outcomes and impacts expected to be achieved through the Project, as described in the Logic Model. Data must include demographic data in addition to the project's chosen data sets. Examples of demographic data points could include age, gender, nationality, income-level, and geographic distribution. If awarded, each Project will be required to report upon this core set of data elements. For sample data set ideas, see the informational resource Appendix C Data Collection located on the CMSP website.

F. Budget and Budget Narrative

Complete the required Implementation Grant Budget and Budget Narrative template. The budget narrative must detail expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. Please describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall not exceed 10% of total project expenditures. In the Budget Narrative, briefly explain any expenses whose purpose may be ambiguous to a reviewer.

The required Implementation Grant Budget and Budget Narrative template is available for download on the CMSP website. Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

G. Letters of Commitment or Memorandums of Understanding

Letters of Commitment are required from all key partners and will be utilized in scoring. Letters should detail the key partner's understanding of the proposed Implementation Program and their organizations' role in supporting or providing direct services. Implementation Programs must have support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, from at least one local hospital and one primary care provider such as a clinic, private practice physician, or physician group. If the applicant organization is a hospital or primary care provider, it does not need to obtain a Letter of Commitment from another hospital or primary care provider or find another partner to fill this role.

In addition, Implementation Program Grants must have support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, of at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services, and Probation. Implementation Program Grants serving more than one CMSP county will need to obtain the minimum of two Letters of Commitment or Memorandum of Understanding from CMSP county agency or departments within each county to be served.

Finally, the lead agency applicant should have the support of other local providers of safety-net services. Additional Letters of Commitment or support from other interested agencies and stakeholders may be provided.

All letters of commitment or support must be submitted as a part of the proposal. Any letters submitted outside of the proposal will **not** be considered in scoring the proposal. An example Letter of Commitment is available for download on the CMSP website.

H. Authorized Signature

The Grant Proposal Authorized Signature document is located on the CMSP website.

IX. PROPOSAL INSTRUCTIONS

A. All proposals must be complete at the time of submission, must follow the required format and use the forms and examples provided:

1) The type font must be Arial, minimum 11-point font.
2) Text must appear on a single side of the page only with margins at a minimum of 0.5."
3) Assemble the proposal in the order and within the page number limits listed with the Proposal Format & Requirements section.
4) Clearly paginate each document.

B. All proposal documents and templates are available for download on the CMSP website.

C. The proposal must be signed by a person with the authority to legally obligate the Applicant.

D. Submit all proposals via email to grants@cmspcounties.org.

The following **Planning Grant** proposal documents must be submitted:

1) Planning Grant Cover Sheet
2) Planning Grant Proposal
3) Planning Grant Workplan and Timeline
4) Letters of Commitment
5) Planning Grant Budget and Budget Narrative
6) Grant Proposal Authorized Signature

Please note items 1-6 above may be found on the CMSP website.

The following **Implementation Grant** proposal documents must be submitted:

1) Implementation Program Cover Sheet
2) Grant Proposal Summary
3) Grant Proposal Narrative
4) Implementation Work Plan & Timeline
5) Implementation Grant Budget and Budget Narrative
6) Logic Model
7) Data Collection and Reporting
8) Letters of Commitment
9) Grant Proposal Authorized Signature

Please note items 1 and 4-9 may be found on the CMSP website.

E. Do not provide any materials that are not requested, as reviewers will not consider those materials.

F. All proposals are due by **Monday, August 1, 2022, at 3:00 PM PST**. They must be complete and received at grants@cmspcounties.org by this deadline.

X. PROPOSAL ASSISTANCE

A. RFP Assistance Webinar Information

To assist potential applicants, Governing Board staff will conduct two webinars. Applicants are encouraged to participate in both and to bring any questions they have regarding LICN Program requirements or the proposal process.

Dates, times, and links to the webinars are as follows:

CMSP LICN RFP: Replicating Success – Project Highlight Webinar
Wednesday, June 29, 2022, at 9:30 AM PST
https://us06web.zoom.us/j/88337330176?pwd=RWlPMU1kTGFSTFpya3JwNFJBeGluZz09
Zoom Meeting Number: 883 3733 0176
Zoom Password: LICNAPPLY

CMSP LICN RFP: Assistance Webinar
Wednesday, July 13, 2022, at 10:00 AM PST
https://us06web.zoom.us/j/82214197824?pwd=YXJPN21lYThVRXJvYzBvbHlDSmpndz09
Zoom Meeting Number: 822 1419 7824
Zoom Password: LICNAPPLY

B. Frequently Asked Questions (FAQ)
CMSP staff will post a Frequently Asked Questions document to the CMSP website following the RFP Assistance webinar.

C. Letter of Intent (LOI)

The Governing Board requests that all likely grant applicants submit a Letter of Intent (LOI) to the Board. While the LOI is not required, receipt of an LOI from all likely applicants will assist the Governing Board in planning for proposal reviews and processing. Please submit the LOI no later than **July 13, 2022, 3:00 PM PST** to grants@cmspcounties.org. There is no required format or template for the LOI. In the LOI, likely applicants should state whether they intend to apply for a Planning or Implementation Program Grant and provide the name of the CMSP county or counties they anticipate serving.

D. Project Contact Information

Please direct any questions regarding the RFP to:

Laura Moyer, Grants Administrator
CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 ext. 110
grants@cmspcounties.org

XI. GENERAL INFORMATION

A. The Governing Board shall have no obligation to provide Grant funding or continue to provide Grant funding at any time.

B. All proposals become the property of the Governing Board and will not be returned to the Applicant unless otherwise determined by the Governing Board in its sole discretion.

C. Any costs incurred by the responding Applicant for developing a proposal are the sole responsibility of the responding Applicant and the Governing Board shall have no obligation to compensate any responding Applicant for any costs incurred in responding to this RFP.

D. Proposals may remain confidential during this process only until such time as determined by the Governing Board in its sole discretion. Thereafter, the Governing Board may treat all information submitted by a responding Applicant as a public record. The Governing

Board makes no guarantee that any or all portions of a proposal will be kept confidential, even if the proposal is marked "confidential," "proprietary," etc.

E. The Governing Board reserves the right to do the following at any time, at the Governing Board's sole discretion:

1) Reject all proposals or cancel this RFP
2) Waive or correct any minor or inadvertent defect, irregularity, or technical error in any proposal
3) Request that certain or all Applicants supplement or modify all or certain aspects of their respective proposals or other materials submitted
4) Modify the specifications or requirements for the Grant program in this RFP, or the required contents or format of the proposals prior to the due date
5) Extend the deadlines specified in this RFP, including the deadline for accepting proposals
6) Award, or not award, any amount of Grant funding to any Applicant

EXHIBIT C

APPLICATION

GRANTEE'S APPLICATION

Required Form - Page 1

PLANNING GRANT COVER SHEET
CMSP Local Indigent Care Needs Grant Program

CMSP GOVERNING BOARD

1. CMSP County or Counties to be Served: Napa County

2. Project Title: Pathways to Care in our Community (PCC)

3. Funding:

Requested Grant Amount:	$50,000
In-Kind or Matching Funds:	$5,000
Project Totals	$55,000

Planning Grants are 1-year projects.

4. Lead Applicant:

Organization: Napa County Health and Human Services (HHSA) Tax ID Number: 94-6000525
Applicant Director/Chief Executive: Jennifer Yasumoto
Title: Director, Health and Human Services
Applicant Entity Type (*Specify county or non-profit*): County
Address: 2751 Napa Valley Corporate Drive, Building B
City: Napa State: CA Zip Code: 94558 County: Napa
Telephone: 707-253-4678
Director Email: Jennifer.Yasumoto@countyofnapa.org

5. Primary Contact Person (*Serves as lead contact for the project):*

Name: Teresa Brown
Title: Manager, Self Sufficiency Services
Organization: Napa County HHSA- Self Sufficiency Services
Address: 2751 Napa Valley Corporate Drive, Building A
City: Napa State: CA Zip Code: 94558
Telephone: 707-253-4277
Email address: Teresa.Brown@countyofnapa.org

6. Secondary Contact Person (*Serves as alternate contact):*

Name: Lynn Perez
Title: Deputy Director, Self Sufficiency Services
Organization: Napa County HHSA- Self Sufficiency Services
Address: 2751 Napa Valley Corporate Drive, Building A
City: Napa State: CA Zip Code: 94558
Telephone: 707-253-4697
Email address: Lynn.Perez@countyofnapa.org

7. Financial Officer *(Serves as Fiscal representative for the project):*

Name: Carol Haynes
Title: Deputy Chief Fiscal Officer
Organization: Napa County Health and Human Services-Administration
Address: 2751 Napa Valley Corporate Drive, Building B
City: Napa State: CA Zip Code: 94558
Telephone: 707-253-4674
Email address: Carol.Haynes@countyofnapa.org

8. Technical Assistance Needs *(Prioritize the top 3 Technical Assistance needs you have in regards to undertaking an Implementation Grant by placing a 1, 2 and 3 below):*

1	Data Development and Analysis		Budgets and Finance
2	Identifying Best Practices		Determining Organizational Capacity
	Collaboration	3	Developing program goals, objectives, and metrics for program evaluation
	Other (please describe below):		

1. APPLICANT: Napa County Health and Human Services

2. PROJECT NAME: Pathways to Care in our Community (PCC)

3. TECHNICAL ASSISTANCE NEEDS

Select the TOP 3 Technical Assistance needs you have regarding undertaking a Planning Project and developing a framework for an Implementation Program.

X Data development and analysis Identifying best practices Collaboration

☐ Budgets and finance

X Developing program goals, objectives, and metrics for program evaluation

☐ Determining organizational capacity

X Other (please describe): Collecting data across systems

4. TARGET POPULATION

Planning Project Grants must focus on identified needs of one or more target populations within the community that meet the criteria required by the RFP. Please indicate below which one or more uninsured or underinsured target population(s) planning efforts will be focused on:

☐ Adults that need follow up specialty services and/or other support services following an inpatient hospital stay

☐ Adults receiving inpatient hospital care that have limited home or community support to facilitate healing and recovery

☐ Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services

X Adults with health and/or behavioral health conditions that have been released incarceration

Program activities may choose to further narrow the focus of efforts to one or more of the following sub-groups within the target population(s). Please indicate if proposed planning efforts will focus on any of the following sub-populations. If no sub-groups will be identified, please select "No sub-groups identified":

X Homeless adults

X Adults with chronic health or behavioral health conditions

☐ Adults in need of pain management support

☐ No sub-groups identified

Provide a description of the proposed target population(s) and what the project currently knows about the target population(s). Include background information relating to the proposed CMSP county or counties to be served, unique features of the community or communities, and other pertinent information that helps explain the problem or need within the community.

Napa County Health and Human Services (HHSA) is committed to addressing the need in our community for effective and comprehensive interventions to low-income, high barrier adults that experience complex challenges to accessing services, navigating our systems of care, and reaching self-sufficiency. Adults who have been recently released from incarceration and recently incarcerated adults with chronic health and/or behavioral health conditions appear to be among the populations facing the greatest challenges. These individuals often struggle to secure necessary supports such as housing, transportation, and employment following their release from incarceration. Additionally, individuals represented in these populations often lack an adequate support network and an established provider of medical care and behavioral health interventions. Without these supports in place, the likelihood of re-offending and returning to harmful behaviors is high.

Individuals with complex behavioral health needs are seen at a higher rate in our Napa County Jail due to the Napa State Hospital's local proximity. In FY 19-20, Napa County HHSA provided 832 incarcerated individuals with mental health services inside the jail and in FY 20-21, 734 inmates were served. Given the complex nature of barriers that justice involved and indigent populations experience accessing care, we have identified a critical need to bring service providers together to identify gaps in services, explore care coordination, and establish a collaborative case management model. Our goal is to create a comprehensive service delivery system, including the ability to collect data across systems, that reduces access barriers and addresses critical needs to reduce recidivism and improve the health and well-being of our most vulnerable populations. Having the ability to collect and share data regarding our common clients across all agencies would greatly improve care coordination and case management.

Napa County's Health and Human Services Agency administers our county's wide range of health and human services including public assistance programs, supportive case management, life skills education, behavioral health services, public health services, child welfare services, services for older and disabled adults, veterans' services, career development services, and housing services linked to those programs. HHSA has a long history of successful collaboration internally across these programs as well as with community healthcare providers, behavioral health, workforce partners, community action agencies, and other county departments, many of whom we contract with directly or otherwise have partnerships in the coordination of our County's social safety net. HHSA is therefore strategically positioned to convene partners and serve as the lead applicant to launch this effort.

5. PLANNING QUESTIONS

What questions does the Planning Project hope to answer about the target population(s), service delivery, and/or resources through the planning process? Please include a minimum of 3 Questions.

1. Are there any partners that should be part of the discussion and implementation process that have not been identified?
2. What service gaps have been identified by each partner?
3. What data needs to be collected to ensure we are able to adequately assess access barriers and gaps in services?
4. What is the best mechanism(s) to collect necessary data across all programs and partner agencies?
5. What barriers, legal, logistical, or otherwise, might we encounter when collecting and sharing data across multiple partner agencies? What strategies can we employ to mitigate these barriers?

6) PLANNING GOALS

Clearly identify the goals of the project's planning process. Include a minimum of 3 Goals

1. Establish strategies for collecting data and measuring outcomes
2. Identify a lead agency or agencies that will provide point on case management efforts to ensure we do not duplicate efforts
3. Establish a referral process
4. Establish program and service delivery expectations for all partners

7) PROPOSED PLANNING ACTIVITIES

Broadly discuss the proposed activities to be performed in the Planning Project. This section should be used to describe planning efforts to be effectively completed that will produce a framework for an Implementation Program Grant proposal. Please use the Work Plan and Timeline in Item 8 to provide details on essential steps.

The proposed activities for this project will start with establishing key agency partners and identifying agency representatives to serve on a planning team. HHSA will coordinate regular planning meetings that consist of planning team members to create a workflow process and determine data needs. We will then analyze that data to identify service gaps and access barriers, inform program expectations, establish desired outcomes, and determine next steps by partner organizations.

Through this process we will identify a case management lead to ensure there are no duplicated efforts. In order to properly measure outcomes, we will need to establish a mechanism for collecting data and tracking progress. Additionally, we will need to develop a data sharing agreement amongst partners, building on our historic partnerships to provide truly integrated services with shared coordination to promote best practices and positive outcomes.

From our established workflow process we expect to produce a logic model, an implementation plan, and a program outline that will assist us in completing the implementation grant application in August 2023 to coincide with the conclusion of this Planning Grant.

As a part of your expected planning process, identify which one or more of the following core required LICN program components you anticipate will be incorporated into the Planning Project:

X Local-level Care Management

X Continuity of Care

X Linkages to Enabling Services

☐ Disease Management

8) WORK PLAN AND TIMELINE

Download the Planning Project Work Plan and Timeline template on the CMSP website.

Create a Planning Project Work Plan and Timeline for completion of implementation, contracting, consultant/staff recruitment, evaluation, reporting, and sustainability planning activities. The Work Plan should not exceed twelve (12) months. If you are awarded a Planning Grant, the Technical Assistance Contractor will work with you to further refine the Work Plan. Submit the Work Plan and Timeline as a separate document alongside the application.

9) PROJECT PARNTERS

Please list the proposed key project partners and briefly describe their intended roles.

Identified partners and their intended roles are listed below:

Role	Agency/Department	Services Provided	Roles and Responsibilities During Planning Process
Lead	Napa County HHSA	➢ Public Assistance/Benefits ➢Employment/Career Services ➢ Housing Services ➢ Life Skills Education ➢Behavioral Health Services ➢Public Health Services ➢Child Welfare	➢ Convene partners ➢ Facilitate communication between partners ➢ Coordinate and facilitate meetings ➢ Gather and compile data ➢ Monitor work-flow and track progress ➢ Identify needs and gaps in services ➢ Establish referral process

		Services ➢Comprehensive Services for Older Adults (including In-Home Supportive Services and Adult Protective Services) ➢Veterans Services	
Partner	Napa County Probation	➢ Case Management ➢ Supervision of probationers	➢ Provide data ➢ Participate in planning meetings ➢ Identify needs and gaps in services ➢Establish referral process
Partner	Napa County Corrections	➢ Houses Inmates ➢ Provides in-custody support	➢ Provide data ➢ Participate in planning meetings ➢ Identify needs and gaps in services ➢ Establish referral process
Partner	Ole Health (Health Care Provider)	➢Provides Medical Services	➢ Provide data ➢ Participate in planning meetings ➢ Identify needs and gaps in services ➢ Establish referral process
The following are partners we intend to engage during the planning process			
Role	**Agency/Department**	**Services Provided**	**Roles and Responsibilities During Planning Process**
Potential Partner	Legal Aid	Provide legal services; expungement services	➢ Establish referral process ➢ Provide data ➢ Inform policies and procedures
Potential Partner	Housing and Homeless Services	Assist with the coordination of housing and outreach services for homeless individuals	➢ Establish referral process ➢ Provide data ➢ Inform policies and procedures

10) ORGANIZATION AND STAFFING

Describe the lead applicant's organizational capability to bring local stakeholders together to undertake a planning process that leads to the development of a framework for an Implementation Program proposal. Clearly delineate the roles and responsibilities of the applicant organization(s) and key partner(s). Identify a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners. Describe any relevant prior efforts undertaken by the lead applicant and/or partners. Describe the lead agency and all key partners' roles within the delivery system. Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships with through the implementation process.

The lead applicant for this project is Napa County's Health and Human Services Agency (HHSA), an integrated human services and health services agency administering services and programming to support the most vulnerable residents of Napa County. Napa County HHSA consists of six program Divisions including Alcohol and Drug Services, Child Welfare Services, Comprehensive Services for Older Adults, Mental Health, Public Health and the Self Sufficiency Services Division. HHSA works closely with all other partner organizations identified in this proposal and is ideally situated to coordinate efforts aimed at improving outcomes for these populations. The Self Sufficiency Services Division (SSSD) has been identified to serve as the administrative and logistical backbone of this effort and is ideally suited to support our organizational efforts in this area. While SSSD is the responsible Division for this proposal, if approved all Divisions of HHSA would be committed to a successful outcome.

Health and Human Services operates its programs with approximately a $143 million annual budget of federal, state, and local dollars to provide services to Napa County residents.

Napa County HHSA administers public assistance programs that include Medi-Cal (including programs offered through Covered California), CalFresh, CalWORKs, Foster Care, General Assistance (GA), and other federal, state, and local programs, including CMSP. In 2017, HHSA received a CMSP Mini Grant to facilitate access to care for CMSP beneficiaries who are hindered by system barriers. The focus was to collaborate with and educate partners and service providers on ways to better serve the CMSP population and provide system navigation assistance to CMSP recipients. This was a highly successful and effective project and prompted HHSA's Self Sufficiency Services Division to redefine their customer service delivery methods.

HHSA has a close working relationship with the Department of Corrections. HHSA staff are embedded in the Corrections Department to provide mental health and alcohol and drug services. In addition, staff are working to improve processes for enrollment into public assistance programs to ensure that at the time of release, inmates have access to health and behavior health care, food, and employment.

The Behavioral Health services delivered by Napa County HHSA are critical in the successful engagement of the populations targeted by this grant application, with multiple programs targeting high need individuals and serving recently released adult individuals who are experiencing serious mental illness. Napa County HHSA provides the CONREP (Conditional Release Program) for Napa State Hospital to meet the needs of recently released County residents who have criminal history due to their psychiatric symptoms, and has successfully operated this program in collaboration with the Department of State Hospitals for over twenty years. Similarly, HHSA provides mental health services through co-located staff embedded within the Napa County Department of Corrections (NCDC) who deliver services to individuals while incarcerated and coordinate continuity of care upon discharge to the relevant mental health services. Embedded staff with local law enforcement (both the City of Napa Police Department and Napa County Sheriff's Office) similarly provide a rich continuum of available services to individuals in our target population, along with the Mobile Response Team (MRT) who provide community-based mobile response to psychiatric emergencies and urgent mental health needs across Napa County.

HHSA provides Substance Use Disorder treatment through staff who provide services in the County NCDC facility, partnering closely with law enforcement and operating our drug court and residential substance use services. As we move to a more integrated model of care,

coordination between our SUD treatment and mental health services are critical for the success of our targeted client population, as untreated symptoms can prove a significant challenge in seeking disease management or primary care services as well as avoiding repeat offenses that result in re-entry.

Napa County HHSA consists of the Self Sufficiency Services Division, as well as the Mental Health Division and Alcohol and Drug Services. Each division works closely with the Probation Department. Self Sufficiency and Behavior Health staff are embedded into the Adult Probation Department. Self Sufficiency staff work very closely with Probation Officers to enroll clients into public assistance programs. Many of the adults served in behavior health and criminal justice programs face significant barriers to healthcare, employment, and housing that hinder their ability to reach self-sufficiency. In addition, Napa HHSA will be an ECM provider and will be serving individuals transitioning from incarceration effective January 1, 2023. This planning grant will help provide the infrastructure and further alignment between County Departments and community resources in Napa to coordinate unduplicated services.

HHSA also operates the Welfare-to-Work program, which provides case management, employment services, including the Expanded Subsidized Employment program, family stabilization services, the coordination of childcare services, and other supportive services designed to assist CalWORKs recipients to prepare for and obtain employment. Additionally, HHSA operates the CalFresh Employment and Training program (CFET) along with a full-service Career Center, Napa Employment Connection, that is open to all HHSA customers to assist with their career development needs.

In addition to career development programs, HHSA operates other supportive services programs designed to help vulnerable populations improve their quality of life and exit poverty. The CalWORKs Home Visiting program (HVP) provides early interventions and support to ensure young families have the tools and resources needed to encourage positive interactions and development, expand knowledge and education, promote economic stability, and improve the overall well-being of children, families, and pregnant women experiencing poverty.

The Housing Support Program (HSP) provides rental assistance, housing location, stabilization services, life skills and housing readiness education, intensive case management, and landlord outreach and engagement.

HHSA also serves indigent adults without children through several programs, including CFET, the GA Employment Services program, and the Housing Disability Assistance Program (HDAP). Through these programs, specifically HDAP and GA Employment Services, HHSA serves a large number of indigent adults with complex medical and behavioral health needs.

HHSA takes an innovative approach to providing comprehensive services to the county's most vulnerable populations and coordinates service delivery efforts with community stakeholders on a continuous basis. Since HHSA operates the county's public assistance programs, the majority of HHSA customers are shared amongst county departments and community-based organizations. Furthermore, with the myriad of programs overseen by HHSA, several programs are operated in collaboration with community-based organizations serving as contracted service providers. HHSA has a history of providing housing, supportive case management, public assistance, and career development programs that all require cooperative coordination between programs, sub-divisions, other county departments, and community-based organizations.

These collaborative efforts include contract oversight and coordinating and facilitating Multi-Disciplinary Team Meetings (MDTs), Case Conferences, and partner coordination meetings.

These established relationships provide us with an opportunity to streamline referral processes, reduce access barriers to safety-net services, collaborate on service delivery, and maintain open lines of communication to ensure we are not duplicating services and efforts.

Key Personnel for this project from Napa County Health and Human Services Agency will include the Deputy Director of the Self Sufficiency Services Department, the Manager of the Employment Services Division, and an appointed Staff Services Analyst. The Deputy Director will provide high-level oversight and guidance while the Employment Services Manager will act as a project manager and will coordinate collaborative efforts and planning meetings, convene partners, facilitate communication between partners, monitor progress, and manage the work-flow process. The Staff Services Analyst will provide support by coordinating meetings, taking and distributing meeting minutes, compiling data, preparing reports, and conducting research.

HHSA is customer service focused and is adept at coordinated service delivery, building partnerships, and providing high-level quality service. This will adequately equip our staff with the necessary skills and abilities to engage community partners and county departments to successfully identify gaps in services, evaluate data needs, and develop a referral process and implementation plan that will designate an agency(ies) to serve as the case management lead to collaborate and deliver comprehensive services to individuals represented in our target populations.

HHSA has identified multiple key partners that will be instrumental in ensuring that the needs of our target populations will be met and that our collaborative efforts are successful.

Identified partners and their intended roles are listed below:

Role	**Agency/Department**	**Services Provided**	**Roles and Responsibilities During Planning Process**
Lead	HHSA	➢ Public Assistance/Benefits ➢ Employment/Career Services ➢ Housing Services ➢ Life Skills Education ➢Behavior Health ➢Public Health ➢Child Welfare Services ➢Comprehensive Services for Older Adults (including In-Home Supportive Services and Adult Protective Services) ➢Veterans Services	➢ Convene partners ➢ Facilitate communication between partners ➢ Coordinate and facilitate meetings ➢ Gather and compile data ➢ Monitor work-flow and track progress ➢ Identify needs and gaps in services ➢ Establish referral process

Partner	Napa County Probation	➢ Case Management ➢ Supervision of probationers	➢ Provide data ➢ Participate in planning meetings ➢ Identify needs and gaps in services ➢Establish referral process
Partner	Napa County Corrections	➢ Houses Inmates ➢ Provides in-custody support	➢ Provide data ➢ Participate in planning meetings ➢ Identify needs and gaps in services ➢ Establish referral process
		➢	➢
Partner	Ole Health (Health Care Provider)	➢Provides Medical Services	➢ Provide data ➢ Participate in planning meetings ➢ Identify needs and gaps in services ➢ Establish referral process
The following are partners we intend to engage during the planning process			
Role	**Agency/Department**	**Services Provided**	**Roles and Responsibilities During Planning Process**
Potential Partner	Legal Aid	Provide legal services; expungement services	➢ Establish referral process ➢ Provide data ➢ Inform policies and procedures
Potential Partner	Housing and Homeless Services	Assist with the coordination of housing and outreach services for homeless individuals	➢ Establish referral process ➢ Provide data ➢ Inform policies and procedures

CMSP - Local Indigent Care Needs Grant - Round 3
1-Year Planning Grant Workplan and Timeline

Key Personnel	Activity	2022		2023									
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Program Manager	Establish Partner Agencies that will be participating in planning process	x											
Program Manager/Agency Managers	Identify agency representatives that will serve on planning team	x											
Program Manager	Set up regular planning meetings with planning team		x										
Planning Team	Create a workflow process			x									
Program Manager/Staff Services Analyst	Assist partners with the workflow process				x	x	x	x	x	x	x	x	x
Planning Team	Establish data metrics needed for determining service needs and addressing service gaps and access barriers				x								
Planning Team	Assign agencies to collect identified data that pertains to their specific programs and agencies				x								
Program Manager/Staff Services Analyst	Monitor progress of planning team and report out on progress					x	x	x	x	x	x	x	x
Planning Team	Agencies submit data						x						
Staff Services Analyst	Data report is compiled and distributed							x					
Planning Team	Analyze data to determine service priorities and unmet needs							x					
Planning Team	Establish expectations for coordinated service delivery							x					
Planning Team	Establish outcome measures							x					

Planning Team	Identify Case Management leads to ensure there is no duplication of services and efforts								x				
		2022		2023									
		Nov	*Dec*	*Jan*	*Feb*	*Mar*	*Apr*	*May*	*Jun*	*Jul*	*Aug*	*Sep*	*Oct*
Planning Team	Develop logic model								x				
Planning Team	Establish a referral process								x				
Planning Team	Develop a mechanism for collecting data for the purpose of measuring and reporting outcomes									x			
Planning team	Establish Implementation timeline									x			
Planning team	Establish Implementation team									x			
Program Manager	Respond to implementation grant RFP and submit application									x			
Partner Agencies designated representatives	Develop a data sharing agreement amongst partners										x	x	
Partner Agencies designated representatives	Develop MOUs between partner agencies										x	x	x

A Tradition of Stewardship
A Commitment to Service

Health and Human Services Agency
Mental Health Division

2751 Napa Valley Corporate Dr., Bldg. A, 2nd Floor
Napa, CA 94558

Main: (707) 299-2101
Fax: (707) 299-2199

Jennifer Yasumoto
Agency Director

Cassandra Eslami
Behavioral Health Director

NAPA COUNTY
Health & Human Services Agency

July 26, 2022

County of Medical Services Program Local Indigent Care Needs Grant

To Whom It May Concern:

Please accept this letter of support to the lead agency, Napa County Health and Human Services Agency's (HHSA) Self Sufficiency Services Division for the Napa County Local Indigent Care Needs (LICN) Planning Grant. We fully support and agree to participate in Napa County's efforts that focus on adults released from incarceration.

Napa County Behavioral Health consists of the Alcohol and Drug Services and Mental Health Divisions of Napa's integrated Health and Human Services Agency, and works closely with their fellow HHSA Division Self Sufficiency, as well as Probation and the Corrections Department. Behavioral Health staff are embedded into the Adult Probation Office and Corrections to provide mental health and alcohol and drug services. In addition, Behavioral Health staff work very closely with Self Sufficiency to enroll clients into public assistance programs. Many of the adults served in the behavior health and criminal justice programs face significant barriers to healthcare, employment and housing that hinder their ability to reach self-sufficiency. We are committed to collaborate on referrals, resources, and case management with our partners. Working closely together will improve the quality of care, access and efficiency for customers who are considered "high users" of health care services.

This grant will strengthen communication and referral processes between our systems to improve the coordination of services. We are committed to participate in the planning process by:

- Collaborating with agency providers and community based organization in Napa County to develop strategies on how to expand access to care;
- Assess the needs of this population to provide appropriate resources, referrals and follow-up; and
- Reduce barriers for customers with access to care by providing collaborative and coordinated services.

We look forward to collaborating with the Self Sufficiency Services Division and other partners to ensure adults facing difficulties in our community will have seamless access to behavior health, health and social services including public assistance, employment and housing.

If you have any questions, please contact me by email at, cassandra.eslami@countyofnapa.org
Sincerely,

Cassandra Eslami, LMFT
Behavioral Health Director

A Tradition of Stewardship
A Commitment to Service

Department of Corrections

1125 Third Street
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4401
Fax: (707) 253-4801

Dina Jose
Director

July 26, 2022

County of Medical Services Program Local Indigent Care Needs Grant

RE: Napa County Health and Human Services Letter of Support

To Whom It May Concern:

Please accept this letter of support to the lead agency, Napa County Health and Human Services Agency (HHSA) for the Napa County Local Indigent Care Needs (LICN) Planning Grant. Napa County Department of Corrections (NCDC) fully support and agree to participate in Napa County's efforts that focus on adults released from incarceration.

The NCDC currently has a close working relationship with HHSA. HHSA staff are embedded into the Corrections Department to provide mental health and alcohol and drug services. In addition, staff are working to improve processes for enrollment into public assistance programs. Both departments are committed to implementing a system to further enhance collaboration and communication around broader resources and system issuers with the goal of increasing service utilization and care coordination amongst agencies.

We look forward to the planning and opportunities to use intensive interventions to engage and coordinate care for justice involved people with complex health and behavior health needs facing homelessness in our community. Assisting these participants to navigate local social services, health and behavioral health services to link them to treatment, housing, employment and education with the goal of increasing engagement and preventing further criminal behaviors and lowering recidivism rates. The Napa County Department of Corrections is committed to strengthen existing relationships and to improve access to recently incarcerated individuals by:

- Collaborating with agency providers and community based organization in Napa County to develop strategies on how to expand access to care;
- Assess the needs of this population to provide appropriate resources, referrals and follow-up; and
- Reduce barriers for cusumers with access to care by providing collaborative and coordinated services.

We will work collaboratively with Health and Human Services Agency, Probation and other partners to support the goals of the LICN project and strengthen relationships between our justice, behavior health and social services here in Napa County.

If you have any questions, please contact me by email at, dina.jose@countyofnapa.org.

Sincerely,
Dina Jose

OLE HEALTH
Live Life Well
a california health center

July 25, 2022

County of Medical Services Program Local Indigent Care Needs Grant

RE: Napa County Health and Human Services Letter of Support

To Whom It May Concern:

Please accept this letter of support to the lead agency, Napa County Health and Human Services Agency (HHSA), Self-Sufficiency Services Division, for the Napa County Local Indigent Care Needs (LICN) Planning Grant. We fully support and agree to participate in Napa County's efforts that focus on adults released from incarceration. The opportunity to use intensive interventions to engage and coordinate care for our residents with complex behavioral and physical health conditions, who may also be struggling to navigate the justice system, will be a great benefit to our community.

Ole Health is committed to strengthening existing relationships and to improving access to recently incarcerated individuals by:

- Collaborating with agency providers and community-based organizations in Napa County to develop strategies on how to expand access to care;
- Assessing the needs of this population to provide appropriate resources, referrals, and follow-up; and
- Reducing barriers to access to care for customers by providing collaborative and coordinated services.

We know that in order to determine if our community is better off as a result of the services we provide, we must address both eligibility and access, because one without the other does not benefit the customer or the community. Our mission is to work with other agencies, associations, and individuals to improve the delivery and quality of health services; therefore, this proposed project is in alignment with our mission and values.

We look forward to collaborating with HHSA to ensure a successful planning effort that helps people living in poverty access the tools they need to succeed in our community. If you have any questions, please contact me by email at ahardy@olehealth.org.

Sincerely,

Alicia Hardy, CEO

A Tradition of Stewardship
A Commitment to Service

Napa County Probation
Adult Division

1125 Third Street
Napa, CA 94559
www.countyofnapa.org/probation

Main: (707) 253-4361
Fax: (707) 299-4345

Amanda Gibbs
Chief Probation Officer

July 25, 2022

County of Medical Services Program Local Indigent Care Needs Grant

RE: Napa County Health and Human Services Letter of Support

To Whom It May Concern:

Please accept this letter of support to the lead agency, Napa County Health and Human Services Agency (HHSA) for the Napa County Local Indigent Care Needs (LICN) Planning Grant. We fully support and agree to participate in Napa County's efforts that focus on adults released from incarceration.

The Napa County Probation Department currently has a close working relationship with HHSA. HHSA staff are embedded into the Adult Probation Office to provide mental health, alcohol and drug services and enrollment into public assistance programs. Both departments are committed to implementing a system to further enhance collaborate and communication around broader resources and system issuers with the goal of increasing service utilization and care coordination amongst agencies.

We are excited for the opportunity to use intensive interventions to engage and coordinate care for our residents with complex behavior and physical health conditions, who may also be struggling to navigate the justice system will be a great benefit to our community. The Napa County Probation Department is committed to strengthen existing relationships and to improve access to recently incarcerated individuals by:

- Collaborating with agency providers and community based organization in Napa County to develop strategies on how to expand access to care;
- Assess the needs of this population to provide appropriate resources, referrals and follow-up; and
- Reduce barriers for customers with access to care by providing collaborative and coordinated services.

We look forward to collaborating with HHSA to ensure a successful planning effort that helps people living in poverty access the tools they need to succeed in our community. If you have any questions, please contact me by email at,

Sincerely,

Craig Burch
Chief Deputy Probation Officer

LOCAL INDIGENT CARE NEEDS GRANT (LICN) BUDGET TEMPLATE INSTRUCTIONS

Proposed Budget Tab

Use the proposed budget tab to enter in all proposed project expenses.
- Input each proposed expense in Column A.
- When applicable, input quantities into Column B. Quantity examples include 1.0 FTE, 400 flyers, 12 Kits, etc.
- Utilize Column C to show proposed CMSP expenses.
- Utilize Column D to show proposed In-Kind expenses.

Narrative Tab

Use the narrative tab to provide detail and justify all proposed expenditures. Provide a brief explanation of every expense in column B. Use columns E & F to denote whether each expense will be CMSP funded, in-kind funded or both. For in-kind funding source(s), provide the funding organization's name and any pertinent funding related information. Below are specifics regarding required information for each category.

Personnel:
Applicants must include all key personnel's name, job title, job duties, gross salary and FTE percentage allotted to the project.

Fringe Benefits:
Applicants must describe their organization's fringe benefits and explain the basis for which this rate Is decided upon. Fringe benefits can include employer FICA, unemployment and workers compensation, taxes, medical insurance, vacation/sick leave, and retirement benefits.

Training, Meeting or Convening:
Applicants must describe any staff, consultant and/or stakeholder training, meeting, or convening expenses.

Contractual Services:
Applicants must provide the consultant, independent contractor, or sub-contractor's organizational name and describe the duties they will be performing on the project.

Travel:
Applicants must describe any project, related travel expenses, including airfare. meals, hotels, mileage reimbursement, parking, and taxis. If the applicant organization has an established per diem policy, per diem may be charged in lieu of actual incurred expenses. Please use GSA standard rates.

Other:
Applicants must describe any additional expenses that do not fall into any of the categories listed above and state their purpose in relation to the project.

Administrative/Overhead Expenses:
Applicants must include a description of indirect/overhead expenses. This includes ongoing business expenses related to the project that do not fit into any of the categories listed above. Administrative Overhead Expenses may not exceed 10% of total grant funded expenditures. Additionally, applicants must describe any expenses attributable to managing an office including photocopies telephone charges, utilities, facilities, educational materials, and general office supplies.

Important Reminders

Planning Grant amounts shall not exceed $50,000 (or $75,000 for projects serving more than one county).
The Budget is a summary of all project related costs and funding sources for the Planning Grant. It must include 10% in-kind and/or matching funding. Budgeted administrative and/or overhead expenses must not exceed 10% of total grant funded expenditures.
Portions of this spreadsheet are locked to protect its structure. On the Narrative tab, examples are given as an aid. Remove them before submitting the proposal.

CMSP Local Indigent Care Needs Program
Planning Grant - Budget Template

CMSP GOVERNING BOARD

Applicant	**Napa County**
Project Title	**Pathways to Care in our Community (PCC)**
Period Covered	**November 2022 - October 2023**

Category / Item/Service	Quantity	CMSP	In-Kind	Total Project Costs
Personnel				
Teresa Brown, Coordinator / SSSD	.14	$22,581		$22,581
Elizabeth Ayala, Staff Services Analyst	.19	$26,441		$26,441
				$0
				$0
				$0
Total Personnel		$49,022	$0	$49,022
Training				
				$0
				$0
				$0
				$0
				$0
Total Training		$0	$0	$0
Contractual Services				
				$0
				$0
				$0
				$0
				$0
Total Contractual		$0	$0	$0
Travel				
				$0
				$0
				$0
				$0
				$0
Total Travel		$0	$0	$0
Other				
Snacks	1	$978		$978
				$0
				$0
				$0
				$0
Total Other		$978	$0	$978
Admin/Overhead ≤10%				
Administrative Overhead	.1	$0	$5,000	$5,000
				$0
Total Admin/Overhead		$0	$5,000	$5,000
Total Project Funding		**$50,000**	**$5,000**	**$55,000**

Planning Grant Budget Narrative

Applicant Napa County

CMSP GOVERNING BOARD

Personnel

Staff	Description	CMSP	In-Kind
Teresa Brown, Coordinator / SSSD Manager	*The Self Sufficiency Program Manager will serve as the Project Manager for the grant. She will dedicate 15% of her time to this Project during the contract period. She will coordinate partner meetings, develop the final assessment, ensure that the project meets its objectives and ensure all stakeholders are heard.*	X	
Elizabeth Ayala, Staff Services Analyst	*The Staff Services Analyst will serve as staff to the Collaboration Team. She will develop a project timeline to include objectives and tracking, prepare data/program reports, take meeting notes, and coordinate data as needed for the implementation grant. She will dedicate 20% of her time to this Project during the contract period.*	X	
0			
0			
0			

Fringe Benefits

Staff	Description	CMSP	In-Kind
Teresa Brown, Coordinator / SSSD Manager	*Fringe Benefits 33% of Salary, Fringe includes Medicare, Retirement, Group Insurance and OPEB/Workers comp*		
Elizabeth Ayala, Staff Services Analyst	*Fringe Benefits 35% of Salary, Fringe includes Medicare, Retirement, Group Insurance and OPEB/Workers comp*		
0			
0			
0			

Training, Meeting or Convening

Item	Description	CMSP	In-Kind
0			
0			
0			
0			
0			

Contractual Services

Contractor Name	Description	CMSP	In-Kind
0			
0			
0			
0			
0			

Travel			
Staff	Description	CMSP	In-Kind
0			
0			
0			
0			
0			

Other			
Title	Description	CMSP	In-Kind
Snacks	*Snacks for meetings.*	x	
0			
0			
0			
0			

Administrative Overhead Expenses			
Title	Description	CMSP	In-Kind
Administrative Overhead			x
0			

CMSP GOVERNING BOARD

Local Indigent Care Needs Grant

Round 3 - Summer 2022 Grant Proposal Signature Page

By submitting this proposal for CMSP Local Indigent Care Grant Program, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP Local Indigent Care Program Grant is true and correct.

Napa County Health & Human Services Agency
Organization

Authorized Signatory

8-1-22
Date

Jennifer Yasumoto
Name

Agency Director
Title

LICN-052

EXHIBIT D

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET

Grantee's Full Name:	NAPA COUNTY HEALTH AND HUMAN SERVICES (HHSA)
Grantee's Address:	2751 NAPA VALLEY CORPORATE DRIVE, BUILDING B NAPA, CA 94558
Grantee's Executive Director/CEO: (Name and Title)	Jennifer Yasumoto, Director, Health and Human Services
Grantee's Phone Number:	707-253-4678
Grantee's Fax Number:	
Grantee's Email Address:	Jennifer.Yasumoto@countyofnapa.org
Grantee's Type of Entity: (List Nonprofit or Public)	County
Grantee's Tax Id# [EIN]:	94-6000525

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE:

By:_____
Title: _____
Date: _____

LICN-052

EXHIBIT E

USE OF GRANT FUNDS

1. Use of Grant Funds. Grantee shall use the Grant Funds solely for the purpose of performance of the Project.

2. Allowable Expenses. Grant Funds may be used to fund allowable expenses. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to allowable expenses. Allowable expenses must be *appropriate, necessary, reasonable, and applicable to the Grant Program* and may include but are not limited to:

- Costs that comply with the limitations of the Grant Agreement as well as other applicable federal, state, and county laws and regulations
- Costs that are accounted for consistently and in accordance with generally accepted accounting principles
- Rental or purchase of necessary equipment, expansions of current facilities, and/or renovation/remodeling of current facilities
- Speaker fees for services rendered
- Purchase of supplies for scheduled training if the supplies are received and used during the budget period
- Food and non-alcoholic refreshments for scheduled training events up to $15 per individual total for the duration of the Project when justified as an integral and necessary part of a training event (i.e., a working meal where business is transacted)
- Food and non-alcoholic refreshments for client incentives up to $15 per individual total for the duration of the Project when justified as an integral and necessary part of the Project
- Gift Cards and Gas Cards or Vouchers up to $30 per client total for the duration of the Project when justified as an integral and necessary part of the Project
- Stipends for non-salary employees**
- Travel costs for both patients and staff. Travel shall be limited to the relevant days plus the actual travel time to reach the destination location by the most direct route and shall not include first class travel. Local mileage costs only may be paid for local participants. No per diems for meals or lodging shall be included.
- All or part of the reasonable and appropriate salaries and benefits of professional personnel, clerical assistants, editorial assistants, and other non-professional staff in proportion to the time or effort directly related to the Project

- Medical Supplies
- Conferences and trainings, including necessary recording of proceedings, simultaneous translation, and subsequent transcriptions
- IT Expenses

** All expenses must be comprised in a budget previously approved by Board staff.*
***Common stipend recipients include Clinical Interns, Volunteers or Community Partners.*

3. Unallowable Expenses. Grant Funds shall not be used to fund unallowable expenses. Grantee shall refund to the Board any Grant Funds expended for unallowable expenses. Unallowable expenses include but are not limited to:

- Alcohol
- Bad debt expenses
- Defense and prosecution expenses, including but not limited to prosecuting claims against the Board or defending or prosecuting certain criminal, civil or administrative proceedings and related legal fees and costs
- Entertainment costs (unless specifically written into the budget and approved by the Board), including costs of amusement, diversion, social activities, ceremonials, and related incidental costs, such as bar charges, tips, personal telephone calls, and laundry charges of participants or guests
- Fines and penalties
- Traffic citations, including but not limited to parking citations
- Fundraising or lobbying costs
- Advertising (unless specifically written into the budget and approved by the Board)
- Memorabilia or promotional materials
- Honoraria or other payments given for the purpose of conferring distinction or to symbolize respect, esteem, or admiration
- Goods or services for personal use, including automobiles housing and personal living expenses or services
- Per diem or expenses for participants in a scheduled training event
- Investment management fees
- Losses on other sponsored projects

- Lease/purchase of land, buildings, or new construction
- Firearms
- Signing and Retention Bonuses
- Membership dues, including but not limited to memberships in civic, community or social organizations, or dining or country clubs
- Direct legal fees and costs incurred in development and implementation of the Project provided by individuals who are not employees of Grantee.***

4. Determination of Allowable and Unallowable Expenses. It is recommended that expenses be included in Grantee's budget with sufficient detail and that such budget is approved by Board staff prior to expenditure or, alternatively, expenditures be otherwise approved by the Board staff prior to expenditure. The Board shall determine whether an expense is an allowable of unallowable expense as provided in this Agreement. The Board's determination shall be in its sole discretion and shall be conclusion.

****Such direct legal fees and costs that are both appropriate and reasonable may be included in Grantee's administrative and/overhead expenses directly attributed to the Project as set forth in Section 2.D of the Agreement.*

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2154

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Actions regarding Funding Agreements with the California Department of Housing and Community Development

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests the following with respect to grant allocations for Fiscal Year 2022-2023from the California Department of Housing and Community Development (HCD):

1. Authorization for the Director of HHSA to sign the following documents:

   a. Transitional Housing Program (THP) Allocation Acceptance Form for Round 4 funding in the amount of $129,519; and

   b. Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Form for Round 1 funding in the amount of $35,373.

2. Adoption of a resolution authorizing joint application for and acceptance of the County Allocation Awards under the THP Round 4 and HNMP Round 1.

EXECUTIVE SUMMARY

The deadline to sign and submit the THP Round 4 Allocation Acceptance Letter and HNMP Round 1 Allocation Acceptance Letter was December 1. The forms were made available to staff on November 1. Per approval from the County Executive Office, the forms were signed by the Director of HHSA in order to meet the December 1 deadline. Therefore, staff is requesting retroactive authorization for the Director of HHSA to sign those documents.

The Transitional Housing Program (THP) allocation award in the amount of $129,519 for Fiscal Year 2022-2023, provides funds to help youth ages 18-25 to secure and maintain housing.

The Housing Navigation and Maintenance Program (HNMP) funds county navigators for county child welfare agencies. This grant allocation in the amount of $35,373 for Fiscal Year 2022-2023, will be used to provide funding for housing navigators to help youth ages 18-21 secure and maintain housing with priority given to those in foster care.

The signed resolution will enable the County to apply for funding for both programs.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services, Child Welfare Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to accept these funds, however, without them, HHSA will not be able to acquire the allocated funds to provide services that help youth, currently and formerly, in foster care and probation systems locate housing opportunities.
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2022-2023 budget.
Consequences if not approved:	If this action is not approved, Napa County will not receive this additional funding to provide housing services to youth in the community.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Pursuant to item 2240-103-0001 of Section 2.00 of the Budget Act of 2022 (Chapter 43 of the Statutes of 2022) and Chapter 11.8 (commencing with Section 50811) and item 2240-102-0001 of Section 2.00 of the Budget Act of 2022 (Chapter 249 of the Statutes of 2022) and Chapter 11.7 (commencing with Section 50807)of Part 2 of Division 31 of the Health and Safety Code (HSC), HCD shall allocate funding to counties for the support of housing navigators and housing stability to help young adults 18 years and up to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults currently or formerly in the foster care or probation systems.

Pursuant to Section 50811 and Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to establish the formula

allocation for the purpose of distributing these funds to counties.

For the Transitional Housing Program (THP), the allocation ($129,519) is based on each county's percentage of the total statewide number of young adults 18 through 20 years of age in foster care and homeless unaccompanied young adults (ages 18 through 24). Funds shall be used to: Identify and assist housing services for this population in your community, assist this population to secure and maintain housing, improve coordination of services and linkages to community resources within the Child Welfare System and the Homeless Continuum of Care and Provide engagement in outreach and targeting to serve those with the most severe needs.

For the Housing Navigator Maintenance Program (HNMP), the formula allocation is based on each county's percentage of the total statewide number of young adults 17 through 21 years of age in the foster care and probation system. The Housing Navigation and Maintenance Program for a county that accepts an allocation of money pursuant to this section ($35,373) shall provide training to its child welfare agency social workers and probation officers who serve nonminority dependents. The training shall address an overview of the housing resources available through the local coordinated entry system, homeless continuum of care, and county public agencies, including, but not limited to, housing navigation, permanent affordable housing, THP-Plus, and housing choice vouchers. The training shall also address how to access and receive a referral to existing housing resources, the social worker's and probation officer's role in identifying unstable housing situations for youth and referring youth to housing assistance programs.

These allocations focus on foster youth ages 18-24 inclusive, also known as transitional aged youth (TAY), one to facilitate housing stability (THP: $129,519) and the other to provide housing navigators (HNMP: $35,373). In HHSA's Child Welfare Services division, these funds will enable us to continue to work with our community partners to locate, procure, and maintain housing for youth in or formerly in foster care or the probation system. This is especially important for this age group as they transition to independent living arrangements. The housing needs of youth in foster care are great and these funds would provide needed support to our efforts to move these youth toward the best possible outcomes.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING THE TRANSITIONAL HOUSING PROGRAM (THP) ROUND 4 AND HOUSING NAVIGATION AND MAINTENANCE PROGRAM (HNMP) ROUND 1 JOINT ALLOCATION ACCEPTANCE

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an allocation acceptance form, dated November 1, 2022 under Round 4 of the Transitional Housing Program ("THP"), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2022 (Chapter 249 of the Statutes of 2022) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code (the "THP Allocation Acceptance Form"); and

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an Allocation Acceptance form, dated November 1, 2022 under Round 1 of the Housing Navigation and Maintenance Program ("HNMP") authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2022 (Chapter 43 of the Statutes of 2022) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (the "HNMP Allocation Acceptance Form"). The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the "Allocation Acceptance Forms".

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors ("County") does hereby determine and declare as follows:

1. That County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of $129,519 detailed and authorized in the THP Allocation Acceptance Form and applicable state law at the time this resolution is executed and authorized.

2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional THP Allocation") up to the amount authorized by Department but not to exceed $259,038.

3. That County is hereby authorized and directed to apply for and accept County's allocation award in the amount of $35,373 as detailed in the HNMP Allocation Acceptance Form and applicable state law at the time this resolution is executed and authorized.

4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional HNMP Allocation") up to the amount authorized by Department but not to exceed $70,746.

5. That **Director of Health and Human Services Agency**, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award

and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award , and any additional THP Allocation, and any amendments to such documents (collectively, the "THP Allocation Award Documents").

6. That **Director of Health and Human Services Agency**, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the "HNMP Allocation Award Documents").

7. That County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws.

8. That the County has the discretion to accept both the THP and HNMP program funds as detailed herein but in the event that one of the two allocations are not made available for the County; or the County opts to not receive one of the allocations, the County affirms that it is authorized to accept either of the allocations independent of each other.

(SIGNATURE PAGE FOLLOWS)

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 6th day of December, 2022, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: Rachel L. Ross (e-signature) Deputy County Counsel Date: 11/18/22	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2162

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Amendment No. 2 to Agreement No. 170846B with Language Line Services, Inc.

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 170846B with Language Line Services, Inc., for a new annual maximum of $50,000 for the term upon approval through June 30, 2023, and each subsequent automatic renewal, to provide professional interpretation and translation services.

EXECUTIVE SUMMARY

Approval of today's action will expand services to include InSight Video Interpreting services to facilitate effective communication by converting spoken or signed language statements between English and another language. Additionally, the contract maximum is being increased by $10,000 for a new annual contract maximum of $50,000 per fiscal year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Multiple Divisions
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This contract is discretionary in that there is no mandate to contract with Language Line Solutions for translation related services, however, these services are necessary for HHSA to ensure equitable access.
Is the general fund affected?	No

Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If the contract is not approved, the level of service provided to Napa County HHSA clientele could be severely impacted. Without adequate translation services, communication with individuals and families could be non-existent, leading to potential issues in regard to compliance with federal and state mandates.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

As a federally assisted public service agency, HHSA is required by Title VI of the Civil Rights Act of 1964 to provide for services to applicants and recipients who are non-English speaking. HHSA uses certified bilingual staff whenever feasible for Spanish and Tagalog translation and interpretation. In Fiscal Year 2021-2022, HHSA utilized Language Line to serve speakers of Vietnamese, Cantonese, Russian, Punjabi, Arabic, and several other languages spoken by Napa County residents. Language Line services are currently accessed through HHSA's existing phone system and with handsets that can be used with splitters to convert single port phones to dual port to allow for two individuals to share a single line when in contact with Language Line. Additionally, Language Line provides support and training materials including posters, signage, and brochures that help aid in our obligations to notify individuals of their right to linguistic services. These support materials are provided at no cost and are currently posted in all lobbies of HHSA.

By adding the new feature for video interpretation, InSight Video Interpreting, HHSA will provide language assistance services to individuals seeking or receiving services who have limited English proficiency (LEP) or who have other language or communication barriers, in a manner that ensures that all clients are afforded equal access to HHSA Services.

Contracting with Language Line allows HHSA to maintain availability of and access to language services 24 hours a day, seven days a week, as to avoid any delay in service or benefit to LEP persons. Language Line will be provided for all languages spoken by clients, including Sign Language.

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NAPA COUNTY AGREEMENT NO. 170846B
AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 170846B is effective as of the _____ day of _____, 2022, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as "COUNTY" and **LANGUAGE LINE SERVICES, INC.**, whose mailing address is One Lower Ragsdale Drive, Bldg.2, Monterey, CA 93940, hereinafter referred to as CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about April 18, 2017, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170846B (hereinafter referred to as "Agreement") for CONTRACTOR to provide professional interpreters via telephone; and

WHEREAS, as of May 18, 2021, the Parties amended the Agreement to increase the contract maximum to compensate CONTRACTOR for the translation work; incorporate Paragraph 16-Amendments/Modifications into the Agreement to delegate authority to Director of the Health and Human Services to approve future amendments to Attachment A1-Revised of this Agreement provided there is no increase to the maximum dollar; and to revise Attachment A1 Over-The-Phone Charges and Options to reflect the increase to the maximum dollar amount; and

WHEREAS, the Parties wish to amend the Agreement increase the contract maximum to compensate CONTRACTOR for Insight Video Interpreting services and to replace Attachment A1-Revised with Attachment A2 to include Insight Video Interpreting Charges and Options.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Fifty Thousand Dollars** (**$50,000.00)** of which **Ten Thousand Dollars ($10,000.00)** is increased by virtue of this Amendment No. 2; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

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2. Attachment A1 - Revised shall be replaced with "Attachment A2" attached hereto and incorporated by reference herein, and all references in the Agreement to Attachment A1 - Revised shall refer to "Attachment A2" as of the effective date of this Amendment.

3. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 170846B as of the date first written above.

LANGUAGE LINE SERVICES, INC.

By DocuSigned by: Bonaventura Cavaliere
376092BB958A4BB...
BONAVENTURA A. CAVALIERE
Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *John L. Myers* (e-sign) Date: October 21, 2022 PL No,: 82987	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

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ATTACHMENT A2
OVER-THE-PHONE, DOCUMENT TRANSLATION & LOCALIZATION, ON SITE INTERPRETING CHARGES AND OPTIONS, and INSIGHT VIDEO INTERPRETATION

Language Line Services, Inc.

Statement of Work
LanguageLine® Phone℠ and InSight Video Interpreting®

Customer Name ("Customer"): **Napa County**	Customer # (if applicable): **4657**

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

(a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts ..... Waived

(b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID $125.00

(c) **MONTHLY MINIMUM** per CID $100.00

(d) **PLATFORM ACCESS FEE** per call $0.25

(e) **THIRD PARTY DIAL OUT FEE** per call $5.00

(f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996

(g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment $200.00

(h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	$1.85

2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	$1.95
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	$1.95
4	Farsi, Tagalog, Thai, Urdu, and all other languages	$1.95

1.3. PHONE INTERPRETING EQUIPMENT

(a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

(b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.

1Solution™ Analog Dual Handset Phone.....$4.50
1Solution Dual Handset IP Phone.....$12.50
Panasonic® Cordless Phone with Dual Handsets.....$10.50

(c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer $175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.

(d) **PHONE INTERPRETING EQUIPMENT PURCHASES**. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone.....$60.00
1Solution Dual Handset IP Phone.....$150.00
Panasonic Cordless Phone with Dual Handsets.....$85.00
Panasonic Headset.....$25.00
Handsets.....$10.00
Handset Splitters (price per unit).....$6.00
Wall Splitters (price per unit).....$6.00

2. LANGUAGELINE INSIGHT VIDEO INTERPRETING

2.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese

and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

2.2. INSIGHT VIDEO INTERPRETING FEES

(a) **ACTIVATION.** Please check the appropriate box below to indicate your choice. .....

☑ Monthly Service Fee applied per Client Identification number ("CID") based on the total number of activated devices:

Up to 10 Activated Devices $30.00/month
Up to 100 Activated Devices $75.00/month
101+ Activated Devices.....$200.00/month

OR

☐ One-time Activation Fee applied per Customer for unlimited activated devices.....
.....$2,500.00/one-time fee

(b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	$2.95
2	Spanish	$1.85
3	Other Spoken Languages	$1.95

2.3. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING

(a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the "Services") are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the "App"). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.

(b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the "Trademarks"), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "LanguageLine Properties"). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy,

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decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.

(c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App's electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call's completion.

(d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.

(e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.

(f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.

(g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps).

(h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

(i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof

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are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

3. DOCUMENT TRANSLATION & LOCALIZATION

PRICING: Prices for the Services shall be as specified by LanguageLine to Customer either in this SOW or in an Estimate (Quote) sent in response to each Customer request for a translation or localization project. Estimates are based upon (i) the actual wordcounts contained in the documents or files provided by Customer, (ii) specifications and information originally submitted by Customer, and (iii) the delivery requirements requested by Customer. Estimates that are not based on actual wordcounts at the time the Estimate is prepared will be adjusted to reflect actual wordcounts upon completion of the project. Adjustments to the Estimate may be necessary if specifications are changed or added, or if work not covered in the original quotation is requested by Customer. Estimates are only valid for thirty days or as otherwise specified in writing.

TIERS	TARGET LANGUAGES	TRANSLATION FEE (PER WORD)
Tier 1	Chinese (Simplified), Chinese (Traditional), Spanish (US/Latin America)	$0.18/word
Tier 2	Arabic, French, German, Italian, Portuguese (Brazil), Russian	$0.24/word
Tier 3	Bosnian, Bulgarian, Croatian, Czech, Greek, Haitian Creole, Hungarian, Romanian, Serbian, Slovak, Slovenian, Turkish, Ukrainian	$0.26/word
Tier 4	Burmese, Hmong, Japanese, Korean, Nepali, Somali, Tagalog, Thai, Vietnamese	$0.28/word
All other (LanguageLine supports 240+ languages)		$0.35/word

*NOTE: Translation fees include Translation and Editing and are based on the English word count.

ADDITIONAL PRICING COMPONENTS	Standard Turnaround
Minimum charge per document translation order	$99.00 – Spanish $125.00 – all other languages
Proofreading (third linguistic step when required)	$65.00/hour
Basic Layout/Formatting/Desktop Publishing	$55.00/hour
Graphic Design Services	$55.00/hour
In-Language Recordings	Individual Quote
UI, HTML, XML Engineering	Individual Quote
Transcription/Translation of Audio or Video files	Individual Quote
Project Management.....10% of the invoice value (0.5 hour minimum @$55.00/hour)	
No delivery charge for Fax, E-mail, or US Mail (additional charges apply for courier services	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services	

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DELIVERY GUIDELINES:

Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine's best judgment before commencing work. Additional services could add extra days to a project timeline.

- Less than 1,500 words .....1 - 3 business days
- 1,501 to 4,000 words .....4 - 6 business days
- 4,001 to 7,500 words .....6 - 8 business days
- Greater than 7,501 words.....8 + business days

RUSH FEES:

A 50% rush charge will apply when an expedited delivery date is requested.

OTHER NOTES:

- Business hours are Monday – Friday, 8 a.m. to 5 p.m. (Pacific Time)
- Requests received on weekends and holidays will be processed on the next business day.
- Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.
- Translation charges will appear in a single, monthly invoice.

3.1 ORDERS. Orders authorized by Customer may only be canceled by Customer if Customer pays for all of the work performed by LanguageLine, including all fees, costs and expenses incurred by LanguageLine in connection with the order prior to cancellation. If Customer changes the original text, alters specifications, or adds new specifications after Customer has authorized LanguageLine to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines.

3.2 TERMINOLOGY. Unless Customer provides terminological reference material like glossaries or terminology lists, LanguageLine will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for and will pay for all changes to such terms.

3.3 APPEARANCE. When the Services include formatting, typesetting, page layout, or artwork, LanguageLine will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specifies. Unless the Estimate states otherwise, LanguageLine does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.

3.4 EDITING. Any editing or alteration of the delivered product required by Customer in cases where the style or other matter had been left to the judgment of LanguageLine, including stylistic or preferential linguistic changes, may result in additional charges to Customer. Translation errors will be corrected at no extra charge.

3.5 CHANGE ORDERS. Change order requests from Customer will be analyzed by LanguageLine for cost and schedule impact. If, in LanguageLine's reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting LanguageLine's ability to maintain the project schedule, LanguageLine will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, LanguageLine will provide Customer with a written change order quote for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion, accept or reject LanguageLine's change order proposal.

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Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.

3.6 PAYMENT. (a) Unless otherwise stated in an Estimate, invoices will be issued at the end of the month in which the project is delivered. (b) All errors, claims, or requests for adjustment must be presented within thirty (30) days after the date of delivery or such work will be deemed to have been accepted. (c) Charges due and unpaid thirty (30) days after invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2 %) per month (eighteen percent (18%) per annum).

3.7 CUSTOMER PROPERTY. At Customer's request, Customer property delivered to LanguageLine for use in the providing of the Services will be returned to Customer upon completion of the work by LanguageLine without any liability for loss or damage.

3.8 ADDITIONAL LIMITED WARRANTY. In addition to the Limited Warranty in the Master Services Agreement between the parties, LanguageLine's sole obligation for Services is the re-performance, at no additional charge to Customer, of that portion of those Services that LanguageLine and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. LanguageLine shall correct any agreed upon defect within thirty (30) days of notice from Customer.

4. ONSITE INTERPRETING

HOURLY RATES AND CHARGES

OnSite Interpreting	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	$125.00	$125.00	$125.00
Non-Standard Hourly Rate	$187.50	$187.50	$187.50
Emergency/Holiday Hourly Rate	$250.00	$250.00	$250.00

4.1 STANDARD HOURLY RATE. 8:00 a.m. - 5:00 p.m. local time Monday through Friday with more than one full business days' notice.

4.2 NON-STANDARD HOURLY RATE. Before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or assignments with less than one full business days' notice.

4.3 EMERGENCY/HOLIDAY RATE. Assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

4.4 CANCELATION. Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the Minimum Appointment Time or reserved time for the assignment.

4.5 MINIMUM APPOINTMENT TIME. Two Hours. Time beyond Minimum Appointment Time will be billed in 15 minute increments.

4.6 BILLING. Billing will be for the greater of time reserved or actual time, subject to the minimum.

4.7 MILEAGE REIMBURSEMENT. Mileage reimbursement charged at prevailing IRS rate, currently $0.56 per mile. If the one way travel exceeds 60 miles, travel time may be charged at the applicable hourly rate. Parking/tolls charged if applicable.

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BILLING OPTIONS:

☒ Electronic Bill ..... FREE

☐ Hierarchical Bill /Month $30/month

☐ Custom billing fee (per invoice, per month) $30/invoice/month

☐ Historical Invoices over 90 days (per monthly invoice requested) $30/invoice/month

☐ Paper Bill $10

CUSTOM REPORTING OPTIONS:

☐ Custom Report Set-up (per hour) $250/hour

☐ Custom report maintenance $30/month

SERVICE OPTIONS:

☐ Custom 800 line maintenance $30/month

☐ Custom 800 line set-up $150

☐ Custom greeting maintenance $30/month

☐ Custom greetings set-up $50

☐ Custom recording for redirection of old/abandoned number set-up $50

☐ Custom recording for redirection of old/abandoned number $10/month

OPTIONAL TRAINING ASSISTANCE AND MATERIALS:

☐ Buddy Tags (50 tags per set) $50

☐ Customized reference and support materials development (per hour) $179

☐ Desk top displays (each) $11

☐ Language identification cards (each set of 50) $49

☐ Posters (each) $10

☐ Quick Reference Guides Wallet Cards (0-50) $10

☐ Quick Reference Guide Postcards (0-50) $10

☐ Quick Reference Guides and Wallet Cards (each additional set of 50) $29

☐ Training / Awareness assistance (on site per day/per person) $500

☐ Training / Awareness assistance (telephone/per session) $125

5. OTHER FEES

5.1. FINANCE FEE. Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.

5.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer $1.75

5.3. OPTIONAL CUSTOMIZATIONS

(a) Report configuration per hour $250

(b) Report maintenance per month $30

(c) Training assistance on site per day per training $500

(d) Training materials development per hour $179

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Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date: November 1, 2022
Signature:	Signature: DocuSigned by: Bonaventura Cavaliere 376092BB958A4BB...
Name: Ryan Gregory	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Supervisors	Title: CFO

The maximum amount shall not exceed $50,000.00 per County fiscal year.

APPROVED AS TO FORM
Office of County Counsel

By: *John L. Myers* (e-sign)

Date: October 21, 2022

PL No.: 82987

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2171

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Adoption of a Resolution in regard to Assembly Bill 389

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests adoption of a Resolution establishing a written policy pursuant to Assembly Bill 389.

EXECUTIVE SUMMARY

Assembly Bill 389 (AB 389), requires the Board of Supervisors to adopt, by ordinance or resolution, a written policy setting forth issues to be considered for inclusion in the county contract for emergency ambulance services prior to entering into or renewing emergency ambulance agreements on or after January 1, 2022.

This proposed resolution will adopt the written policy required by AB 389. The County's current contract for emergency ambulance services was awarded on September 14, 2021, and therefore not subject to AB 389. A written policy must be adopted before entering into a new contract, or renewing the current contract, which is scheduled to expire on December 31, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	Napa County will be prohibited from renewing its current agreement or entering into new agreements for emergency ambulance services.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulation 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Health and Safety Code Section 1797.200 grants authority to counties to develop emergency medical services (EMS) programs. Section 1797.224 authorizes the designation of "Exclusive Operating Areas" (EOAs). Within an EOA, ambulance service provision can be restricted to one or more providers of emergency ambulance services and advanced life support (ALS) services.

Napa County has had an existing agreement with American Medical Response-West (AMR) for exclusive ambulance services (Napa County Agreement No. 220120B) since September 14, 2021. AMR commenced services under this agreement on December 31, 2021 and its first term expires in 2026. There is a provision in the agreement to extend the services for up to five additional years, commencing on December 31, 2026 and expiring on December 30, 2031.

In late 2021, the California Legislature passed AB 389 which was codified as Health and Safety Code Sections 1797.230 and 1797.231, effective January 1, 2022. The new law requires that, "[o]n and after January 1, 2022, a county shall not enter into or renew a contract for emergency ambulance services unless the county board of supervisors has adopted, by ordinance or resolution, a written policy setting forth issues to be considered for inclusion in the county contract for emergency ambulance services, which may include, but are not limited to, all of the following: 1) Employment retention requirements for the employees of the incumbent ambulance service. 2) Demonstrated experience serving similar populations and geographic areas. 3) Diversity and equity efforts addressing the unique needs of vulnerable and underserved populations of the service area. 4) Financial requirements, including requiring a private ambulance service provider to show proof of insurance and bonding. 5) A description of the ambulance service provider's public information and education activities and community involvement."

AB 389 also requires that future ambulance contracts provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the same geographic region and that they demonstrate that staffing levels for ambulance service employees will be comparable to the staffing levels under the County's previous contract. In addition to minimum statutory requirements, this resolution establishes safeguards to ensure adequate sustainability of operations and system oversight. These safeguards include: 1) Cost recovery mechanism for reasonable costs associated with planning, implementing, and evaluating an ambulance provider within the emergency medical services system. 2) Emergency takeover/replacement provisions in the event of a major breach in the agreement. 3) Disaster response and preparedness, requiring the development of an internal disaster response plan. 4) Requirements for ongoing workforce development, including but not limited to clinical education, patient safety, provider safety, documentation standards, and treating special populations.

NAPA COUNTY RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING A WRITTEN POLICY PURSUANT TO ASSEMBLY BILL 389 IDENTIFYING ISSUES TO BE CONSIDERED FOR INCLUSION IN COUNTY CONTRACTS FOR EMERGENCY AMBULANCE SERVICES

WHEREAS, the Napa County designated its Health and Human Services Agency as the Local EMS Agency (LEMSA) pursuant to Health and Safety Code Section 1797.200; and

WHEREAS, Health and Safety Code Section 1797.204 requires the LEMSA to "plan, implement, and evaluate an EMS system . . . consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures;" and

WHEREAS, the Napa County EMS Agency, as a LEMSA, established an exclusive operating area in Napa County pursuant to Health and Safety Code Section 1797.224, and awarded a contract for emergency and non-emergency advanced life support ambulance transportation on September 14, 2021, pursuant to Agreement No. 220120B; and

WHEREAS, prior to renewing Agreement No. 220120B or entering into a new agreement for emergency ambulance services, Assembly Bill 389, codified in part as Health and Safety Code Section 1797.230, requires the Board of Supervisors to adopt, by ordinance or resolution, a written policy setting forth issues to be considered for inclusion in the agreement entered into or renewed on or after January 1, 2022; and

WHEREAS, Assembly Bill 389 requires a county contract for emergency ambulance services entered into or renewed on or after January 1, 2022, to demonstrate that: (a) the county contract will provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the same geographic region, and (b) that the staffing levels for ambulance service employees will be comparable to the staffing levels under the county's previous contract; and

WHEREAS, Assembly Bill 389 indicates the written policy is within the exclusive jurisdiction of the Board of Supervisors, and shall not alter, modify, abridge, diminish, or enlarge the requirements for creating, establishing, or maintaining an exclusive operating area.

NOW, THEREFORE, BE IT RESOLVED, by the Napa County Board of Supervisors, that the following issues shall be considered for inclusion in any award or renewal of a County contract for the provision of emergency ambulance services:

1. Employment retention requirements for the employees of the incumbent ambulance service in the event of a transition to a new ambulance service provider.

2. Established minimum qualifications and documentation of credentials, including demonstrated experience serving similar populations and geographic areas.

3. Diversity and equity efforts addressing the unique needs of vulnerable, underserved, and under-resourced populations in the service area.

4. Financial requirements, including, but not limited to, insurance requirements and the provision of performance security (bond or irrevocable letter of credit).

5. A description of the ambulance service provider's public information and education activities, and community involvement.

6. Cost recovery mechanism for reasonable costs associated with planning, implementing, and evaluating an ambulance provider within the emergency medical services system.

7. Emergency takeover/replacement provisions in the event of a major breach in the agreement.

8. Disaster response and preparedness, requiring the development of an internal disaster response plan.

9. Requirements for ongoing workforce development, including but not limited to clinical education, patient safety, provider safety, documentation standards, and treating special populations.

10. The County contract will provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the same geographic region.

11. The County contract will demonstrate that staffing levels for ambulance service employees will be comparable to the staffing levels under the County's previous contract.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board of Supervisors held on the 6th day of December, 2022, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Interim County Counsel	Date: _____ Processed By:	By: _____
Date: November 21, 2022 PL Doc. No. 84085	_____ Deputy Clerk of the Board	

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2192

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 2 to Agreement No. 190154B with Mission Linen, Inc.

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment 2 to Agreement No. 190154B with Mission Linen, Inc., for a new contract maximum of $3,504 per fiscal year, for the term November 1, 2022, through June 30, 2025, for the purpose of providing laundered and sanitized linens to the kitchen located at HHSA's South Campus.

EXECUTIVE SUMMARY

Approval of this action will increase the contact maximum by $1,170 for a new contract maximum of $3,504 commencing in Fiscal Year 2022-2023, and each subsequent automatic renewal. This amendment will also modify Specific Term and Condition 3.4 to extend the term of the Agreement for one additional year through June 30, 2025, and incorporate updated Scope of Work and Compensation exhibits.

Mission Linen, Inc. is not a local vendor.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Administration
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to contract for these services; however, this will allow Mission Linen to provide the Kitchen and Provisions Café with uniforms, mats, apparel, and linens.
Is the general fund affected?	No
Future fiscal impact:	This annual extension costs $3,504; appropriations will be budgeted accordingly

Consequences if not approved:	If not approved, the agency kitchen staff and Provision Café will not have access to uniforms, mats, apparel, and linens.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Health and Human Services Agency (HHSA) operates a kitchen at its South Campus location and partners with the Salvation Army to provide meals to clients supporting their health and recovery.

In accordance with California Health and Safety Code, sanitation requirements for food establishments require that after linens are used they must be properly sanitized. HHSA contracts with Mission Linens to provide the kitchen with product rental including terry towels, bar mop towels, wet mops, and all-purpose kitchen mats.

Mission Linens will provide regularly scheduled deliveries of rented merchandise, freshly processed, repaired and finished, and will replace rented merchandise that is worn out through normal wear, at an additional charge listed in exhibit B compensation and expense reimbursement table.

The 3-year agreement annual maintenance costs are $3,504 per fiscal year.

NAPA COUNTY AGREEMENT NO. 190154B
AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 190154B is effective as of the 1st day of November, 2022, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as "COUNTY" and **MISSION LINEN SUPPLY, INC.**, a California corporation, hereinafter referred to as CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about November 1, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190154D, (hereinafter referred to as "Agreement") for CONTRACTOR to provide quality linens, mats, and kitchen apparel on a weekly basis for the kitchen operated at the Health and Human Services Agency's South Napa campus located at 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94559; and

WHEREAS, on or about July 1, 2021, the Parties amended the Agreement to extend the Agreement through June 30, 2024, incorporate Specific Terms and Conditions 3.5 to delegate to Director of the Health and Human Services authority to approve future amendments to Exhibits A and B of this Agreement provided there is no increase to the maximum dollar amount; replace Exhibit A (Scope of Work) with Exhibit A-1 to update the services provided, replace Exhibit B (Compensation) with Exhibit B-1 to decrease the maximum amount per fiscal year, and to update the services that are provided to COUNTY.

WHEREAS, the Parties wish to amend the Agreement to modify Specific Term and Condition 3.4 to extend the term of the Agreement for one additional year through June 30, 2025; replace Exhibit A-1 (Scope of Work) with Exhibit A-2 to update the services provided; and replace Exhibit B-1 (Compensation) with Exhibit B-2 to increase the maximum amount per fiscal year and update the services that are provided to COUNTY.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Specific Terms and Conditions 3.4 is amended to read in full as follows:

   Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on July 1, 2019 and shall expire on **June 30, 2025**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such

dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. The maximum amount of payment on Page 1 of the Agreement shall be **Three Thousand Five Hundred Four Dollars ($3,504.00)** per fiscal year, of which **One Thousand One Hundred Seventy Dollars ($1,170.00**) is increased by virtue of this Amendment No.2; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

3. Exhibit A-1 is hereby replaced with "Exhibit A-2" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "A" or "A-1" shall refer to "Exhibit A-2" commencing as of the effective date of this Amendment No. 2.

4. Exhibit B-1 is hereby replaced with "Exhibit B-2" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B" or "B-1" shall refer to "Exhibit B-2" commencing as of the effective date of this Amendment No. 2.

5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and amended.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 190154B as of the date first written above.

MISSION LINEN SUPPLY, INC.

By _____
TONY MANCUSO,
Vice President of Finance/Chief Financial Officer

By _____
AUSTIN FRENCH,
Vice President of Sales

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *John L. Myers* (e-sign) Date: November 16, 2022 PL No.: 83898	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By: _____

EXHIBIT A-2
SCOPE OF WORK

July 1st 2022 – June 30th 2025

CONTRACTOR shall deliver to Napa County Health and Human Services Agency, 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558, quality linens consisting of terry towels, bar towels, wet/dust mops and standard kitchen mats as more fully described in Exhibit B.

CONTRACTOR shall deliver items on a weekly basis pursuant to a schedule agreed upon by both CONTRACTOR and COUNTY.

CONTRACTOR shall give verbal notice to COUNTY kitchen staff when CONTRACTOR is unable to arrive and make a delivery at the scheduled time every other week. CONTRACTOR will ensure the delivery is made up during that same work week.

EXHIBIT B-2
COMPENSATION

July 1st 2022 – June 30th 2025

Description	Item Number	Number of Units	Unit Price	Replacement Cost Per Item	Avg. Cost Per Week	Avg. Annual Cost (52 Weeks)
Terry Towel	12540250	75	$0.13	$1.50	$9.75	$507.00
Terry Towel IM (Inventory Maintenance 5%)	12540250	4	$1.50		$5.63	$292.50
Bar Mop Towel	11300250	25	$0.15	$1.50	$3.75	$195.00
Bar Mop Towel IM (Inventory Maintenance 5%)	11300250	1	$1.50		$1.50	$78.00
Wet Mop	70742400	5	$1.75	$21.94	$8.75	$455.00
Mat All Purpose 3x5	86680305	8	$3.75	$90.98	$30.00	$1,560.00
Service Charge	440000	1	$8.00	N/A	$8.00	$416.00
Total Contract Maximum Per Fiscal Year**						**$3,503.50**

CONTRACTOR shall only be reimbursed for those additional inventory items actually ordered by COUNTY and delivered by CONTRACTOR. In order to be reimbursed, CONTRACTOR shall produce an itemized invoice for any additional inventory items ordered by COUNTY.

** Such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered. Compensation to CONTRACTOR includes all professional services, travel, mileage, inventory items, inventory maintenance charges and service charges.

CONTRACTOR shall submit a monthly invoice to COUNTY for the previous month's delivery no later than the 15th day of each month.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-1621

TO: Board of Supervisors

FROM: David Morrison, Interim County Executive Officer

REPORT BY: Jennifer Palmer, Director of Housing & Homeless Services

SUBJECT: Salvation Army Amendment No. 2 to Agreement No. 200360B

RECOMMENDATION

Director of Housing & Homeless Services requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 200360B with The Salvation Army extending the term to June 30, 2023, to provide prepared meals for occupants of temporary shelters established as part of the COVID-19 emergency response efforts.

EXECUTIVE SUMMARY

This Amendment extends the existing agreement to June 30, 2023. The Salvation Army provides fully prepared, individually packaged meals for occupants in various housing locations in response to the COVID-19 emergency response efforts. There are no other changes to the scope of work and contract maximum of $600,000.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Housing & Homeless Services
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	If this item is not approved, Napa County will not be able to help reduce the spread of COVID-19 for occupants temporarily residing in shelters and alternate care facilities. Feeding the occupants allow for continued isolation or quarantine of participants in the program.

County Strategic Plan pillar addressed: Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On May 21, 2020, the County Executive Officer acting as the Director of Emergency Services, signed an Agreement with The Salvation Army following a competitive Request for Proposal. Salvation Army is contracted to provide fully prepared, individually packaged meals for occupants of temporary shelters, respite facilities and alternate care facilities established as part of Napa County's COVID-19 emergency response efforts.

In April of 2021 this Agreement was amended to extend the term to June 30, 2022 and increase the contract maximum by $200,000 to $600,000 for the support of ongoing COVID-19 emergency response efforts.

Today's action extends the Agreement by one additional year, through June 30, 2023. The Napa County COVID-19 isolation and quarantine facility continues to operate as long as the COVID-19 State of Emergency is in place. On October 17, 2022, the Governor of California announced the COVID-19 State of Emergency will end of February 28, 2023. Isolation and Quarantine facility operations will conclude concurrent with the expiration of the State of Emergency.

AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 200360B

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 200360B is effective as of this ____ day of_____, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and THE SALVATION ARMY, a California non-profit religious corporation, whose business address is 3048 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on March 24, 2020, the Board of Supervisors authorized the COUNTY's Purchasing Agent or designee to execute professional service agreements related to the County's response to COVID-19 in an amount up to $500,000 with any individual contractor, pursuant to Napa County Resolution No. 2020-43; and

WHEREAS, on May 21, 2020, after a competitive Request for Proposals (RFP) process, COUNTY and CONTRACTOR executed Napa County Agreement No. 200360C, (the "Agreement") for the preparation of meals to designated temporary alternate care facilities in response to COVID-19 in an amount not to exceed $400,000; and

WHEREAS, there is a continuing need for CONTRACTOR's services due to the COVID-19 pandemic; and

WHEREAS, COUNTY and CONTRACTOR now desire to increase the maximum compensation to $600,000 and to extend the duration of the Agreement; and

WHEREAS, upon approval by the Board of Supervisors, the numerical designation of the Agreement changes from No. 200360C to No. 200360B; and

WHEREAS, the parties wish to amend the terms of the Agreement accordingly;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend Agreement No. 200360B in accordance with the terms and conditions set forth below:

TERMS

1) Term of the Agreement. The term of this Agreement shall commence on July 1, 2022 and shall expire on June 30, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 8 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to

such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

2) All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

THE SALVATION ARMY, a California nonprofit religious corporation:

By _____
John Brackenbury, Divisional Commander

By _____
Javier Castro, Divisional Secretary for Business

"CONTRACTOR"

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Deputy County Counsel Date: July 19, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2107

TO: Board of Supervisors

FROM: Christine Briceño, Director of Human Resources

REPORT BY: Joy Cadiz, Senior Human Resources Analyst

SUBJECT: Adoption of a Resolution Authorizing a Matching Employer Contribution for the Benefit of 401(a) Retirement Savings Plan Participants for the 2023 Calendar Year

RECOMMENDATION

Interim County Executive Officer and Director of Human Resources request adoption of a Resolution establishing a $1,600 Matching Employer Contribution for Management, Confidential, and Non-Classified officers and employees who are participants in Napa County's 401(a) Retirement Savings Plan during calendar year 2023 and a $600 Matching Employer Contribution for SEIU employees who are participants in Napa County's 401(a) Retirement Savings Plan during calendar year 2023.

EXECUTIVE SUMMARY

In 2002, the County established the 401(a) Retirement Savings Plan ("Plan") for the benefit of Management, Confidential, and Non-Classified officers and employees. The Plan provides that the County may offer an Employer Contribution involving a Match ("Match") to be allocated to the 401(a) pre-tax sub-account of each eligible officer or employee. The Board of Supervisors must annually establish by resolution the maximum amount of the Match and the conditions under which the Match will be made. The Match recommended by the County Executive Officer to be made available in 2023 is $1,600 per participant.

In 2022, in its collective bargaining agreement with Service Employee International Union, Local 1021 (SEIU), the County agreed to provide a deferred compensation Match during the calendar year 2023 for the benefits of County employees who are SEIU members and participate in the Plan. The Match recommended by the County Executive Officer to be made available in 2023 for SEIU members who are participants in the Plan is $600 per participant.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Funds to cover the Match are included in the Fiscal Year 2022-2023 Approved Budget for each County department. Match costs projected to be incurred in Fiscal Year 2023-2024 will be included in each department's Fiscal Year 2023-2024 budget request.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Promoting increased savings for retirement is important. Aggressive deferred compensation programs also are a valuable retention and recruitment tool. The annual cost of the Match contribution is approximately $388,800 based on recent participation in the 457 Deferred Compensation Plan for Management, Confidential, and Non-Classified officers and employees and is approximately $570,000 assuming all SEIU employees decide to participate.
Is the general fund affected?	Yes
Future fiscal impact:	Since a deferred compensation Match must be made on a calendar year basis, and the County operates on a fiscal year basis, some portion of the authorized Match may affect the following year's budget. Whether it actually affects the following year's budget depends on the timing and the amount of deferrals authorized by participants into their 457 Deferred Compensation Plan sub-accounts. Past experience with the Match demonstrates that most, but not all, Employer Contributions involving a Match have been paid during the first six months of each calendar year, which are the last six months of each fiscal year. Thus, based on past experience, the impact on each department's Fiscal Year 2023-2024 budget of the proposed calendar year 2023 Employer 401(a) contribution Match is expected to be minimal. To be consistent with IRS regulations, the decision of whether or not to offer a Match must be made by the County annually by adopting a resolution approving the amount of the Match and the applicable conditions. Approving a Match in one year does not obligate the Board to approve a similar Match (or any Match) in the following calendar year. Therefore, approving the proposed $1,600 Match and $600 Match for 2023 will have no binding future fiscal impact beyond calendar year 2023 other than the potential but minimal effect noted in the previous paragraph.

Consequences if not approved:	The Board is under no legal obligation to provide a 401(a) Employer Matching contribution of $1,600 or $600 for qualifying participants. However, since aggressive deferred compensation programs are viewed by most private and public corporations as an important and valuable retention and recruitment tool, not approving the Match could have a negative effect on the County's ongoing recruitment efforts and the ability to retain staff and avoid excessive turnover. Additionally, the $600 Match for SEIU employees is a negotiated benefit.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On August 6, 2002, the County established the 401(a) Retirement Savings Plan ("Plan") for the benefit of Management, Confidential, and Non-Classified officers and employees. Section 4.02-1 of the Plan provides that the County may provide an Employer Contribution involving a Match ("Match") to be allocated to the 401(a) pre-tax sub-account of each eligible officer or employee. To encourage saving for retirement, the Match has historically been made available to any Management, Confidential, or Non-Classified officer or employee of the County who participates in and has deferred an equivalent amount of their income into the County's 457 Deferred Compensation Plan (i.e., a dollar for dollar match up to a stated maximum). In its collective bargaining agreement with Service Employee International Union, Local 1021 (SEIU), the County agreed to provide a deferred compensation Match during calendar year 2023 for the benefit of County employees who are SEIU members and participate in the Plan

Whether a Match is provided is determined annually and is subject to the sole discretion of the County acting through its Board of Supervisors. Internal Revenue Service regulations state that if a Match is to be provided, it must be established by resolution of the Board of Supervisors prior to the commencement of the calendar year during which the Match will be made available. The Resolution must identify the maximum amount of the Match and the conditions under which the Match will be made. The recommended Resolution satisfies these requirements.

The past practice of the Board has been to make available a Match for the benefit of each Management, Confidential, and Non-Classified officer and employee participant. The Board previously authorized a $1,000 Match for calendar year 2022. The Match recommended by the County Executive Officer to be made available in 2023 is $1,600 per Management, Confidential, and Non-Classified officer and employee participant and $600 per SEIU employee participant. The funds to cover the recommended Match are included in the County's Fiscal Year 2022-2023 budget.

RESOLUTION NO. ____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ESTABLISHING A MATCH FOR CALENDAR YEAR 2023 FOR THE BENEFIT OF MANAGEMENT, CONFIDENTIAL, AND NON-CLASSIFIED EMPLOYEES AND NAPA COUNTY EMPLOYEES WHO ARE MEMBERS OF SERVICE EMPLOYEES' INTERNATIONAL, LOCAL 1021 WHO PARTICIPATE IN THE COUNTY'S 401(a) RETIREMENT SAVINGS PLAN

WHEREAS, on August 6, 2002, Napa County established its 401(a) Retirement Savings Plan ("Plan"); and

WHEREAS, the Plan provides at Section 4.02 that Napa County ("Employer") shall annually determine, in its sole discretion, the amount of any employer contribution ("Employer Contribution") to be made to the Plan during the next calendar year; and

WHEREAS, the Plan further provides that the amount of the Employer Contribution, if any, for a calendar year shall be authorized by adopting a Resolution establishing the amount of said Employer Contribution, and the conditions related thereto, on or before January 1st of the calendar year during which the Employer Contribution shall be made available; and

WHEREAS, Section 4.02-1 provides that upon the adoption of a Resolution identifying the amount of an Employer Contribution for the next calendar year, which is designated as a matching 401(a) Employer Contribution ("Match"), the Employer during that next calendar year, shall make a contribution to the 401(a) pre-tax sub-account of any officer or employee who is a Plan participant ("Participant") in an amount equal to the contribution such Participant makes to their 457 Deferred Compensation Plan pre-tax sub-account during that same calendar year, provided, however, that the Match shall not exceed the maximum amount set forth in said Resolution; and

WHEREAS, the County Executive Officer's recommended budget proposed that the County should provide a deferred compensation Match during calendar year 2023 for the benefit of Management, Confidential and Non-Classified employees and officers who participate in the Plan; and

WHEREAS, in its collective bargaining agreement with Service Employee International Union, Local 1021 (SEIU), the County Board of Supervisors agreed to provide a deferred compensation Match during calendar year 2023 for the benefit of County employees who are SEIU members and participate in the Plan; and

WHEREAS, after reviewing the County's recommended budget, the County's Collective Bargaining Agreement with SEIU and the County's Management Compensation Plan, the County Executive Officer recommends implementation of a $1600 Match for calendar year 2023 for the benefit of Management, Confidential, and Non-Classified officers and employees who are Participants in the Plan; and

WHEREAS, after reviewing the County's recommended budget and the Collective Bargaining Agreement with SEIU, the County Executive Officer recommends implementation of a $600 Match for calendar year 2023 for the benefit of employees who are members of SEIU and Participants in the Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors approves a Match of up to $1,600 during calendar year 2023 for the benefit of each Management, Confidential, and Non-Classified officer and employee who is, or who becomes, a Participant in the Plan during 2023 and further approves a Match of up to $600 during calendar year 2023 for the benefit of each employee who is a member of SEIU and who is, or who becomes a Participant in the Plan during 2023.

BE IT FURTHER RESOLVED, that any approved Match is a maximum and is not a guaranteed sum, and therefore for those Management, Confidential, and Non-Classified officer and employee Participants who fail to contribute $1,600 to their 457 Deferred Compensation Plan pre-tax sub-account during calendar year 2023 and those employee Participants who are members of SEIU who fail to contribute $600 to their 457 Deferred Compensation Plan pre-tax sub-account during calendar year 2023, the Match shall be limited to an amount equal to the contribution each such Participant actually makes to their 457 Deferred Compensation Plan pre-tax sub-account during calendar year 2023.

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby approves that this Resolution shall remain in effect only during calendar year 2023.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby directs the Clerk of the Board of Supervisors to deliver a copy of this Resolution to the Board of Control forthwith.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 6th day of December, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman*, Deputy County Counsel Date: November 29, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: Neha Hoskins Clerk of the Board of Supervisors By: _____

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2145

TO: Board of Supervisors

FROM: Anthony Halstead - Director of Library Services and Community Outreach

REPORT BY: Michelle Carreon - Staff Services Analyst

SUBJECT: Purchase of Library Furniture

RECOMMENDATION

Director of Library Services and Community Outreach requests approval for the following actions related to the purchase of capital assets for three library locations:

1. Establish capital assets totaling $99,360 for library furniture;

2. Approval of a Budget Adjustment increasing appropriations in the Library Fund Equipment expense accounts (2020001-55400, 2020002-55400, 2020003-55400) offset by use of available fund balance (4/5 vote required); and

3. A waiver of competitive bidding requirements and sole source award to Ross McDonald Co. Inc. pursuant to County Ordinance Code 2.36.090.

EXECUTIVE SUMMARY

Today's action will establish a capital asset for the purchase of library displays and gondolas at the Napa Main, American Canyon, and Yountville library locations.

Due to the expansion of collections and various types of media available to the community, the County needs to reconfigure current furniture and purchase additional displays and gondolas.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The current shelves and tables in the library locations have reached capacity and are no longer able to display all collections in an efficient manner. Therefore additional units and reconfigurations of current furniture is being requested.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The Library would have to reduce books and media available to the public, current shelving and tables would remain at full capacity and not displayed in an efficient manner.
County Strategic Plan pillar addressed:	Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On July 12, 2016, the Board of Supervisors approved Ross McDonald Co. Inc.as a sole source provider of furniture for the library. Ross McDonald Co. Inc. has added and reconfigured the library's furniture collection throughout the years based on the needs of the library locations.

Approval of todays requested action will allow the library to purchase displays and gondolas to be used to expand library locations "Library of Things" collection, as well as increase overall materials display space. Collections have expanded to include items such as puzzles, games and musical instruments which require reconfiguration of our current furniture and purchase of new displays and gondolas.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2202

TO: Board of Supervisors

FROM: Brian Bordona, Interim Director Planning, Building and Environmental Services

REPORT BY: Jamison Crosby, Natural Resources Conservation Manager

SUBJECT: Resolution Affirming Napa County's Support for the Human Right to Water Policy Including Protection of Public Health, the Environment and All Beneficial Uses

RECOMMENDATION

Interim Director of Planning, Building and Environmental Services (PBES) requests adoption of a Resolution authorizing Napa County to affirm this Human Right to Water Policy, including protection of public health, the environment consistent with public trust principles, and all beneficial uses, to ensure prudent water resource management and efficient use, for the benefit of the natural environment and future generations.

EXECUTIVE SUMMARY

The Napa County General Plan, adopted in 1969, and last updated in 2008 promotes the protection of public health and the environment to ensure prudent water resource management and efficient use for the benefit of present and future generations.

On August 11, 2022, Governor Gavin Newsom, issued the Administration's strategy document, California's Water Supply Strategy, Adapting to a Hotter, Drier Future, which "outlines California's strategy and priority actions to adapt and protect water supplies in an era of rising temperatures."

Napa County, other California counties, and other states in the nation face the concerning implications of successive years of dry conditions and effects on natural resources. It is highly important to consider the potential short- and longer-term effects of current and future drought years, including ongoing hotter and drier years, on overall water resources conditions and water supply availability.

The proposed Human Right to Water resolution affirms the County's commitment to protecting water resources

in the County for all beneficial users and builds on the legacy of water law (Water Code section 106.3, enacted on September 25, 2012) and policy in California to address the most pressing water issues during uncertain climatic conditions and facing all beneficial uses and users of water resources, including underserved communities and the environment.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Affirms County's commitment to protecting water resources for all beneficial uses.
Is the general fund affected?	No
Consequences if not approved:	Potential negative effect on County's future grant opportunities
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The California Government Code (§65350-65362) requires that each county and city in the state develop and adopt a General Plan. The Napa County General Plan, adopted in 1969, was last updated in 2008 and consists of eight main topics, or elements which cover Agricultural Preservation and Land Use, Community Character, Conservation, Circulation, Economic Development, Housing, Recreation and Open Space, and Safety. The Plan was prepared with a time horizon of at least 20 years, providing a blueprint for land use and future development. The policies set forth under the Conservation element of the General Plan are key focuses in implementing County policies pertaining to protecting natural resources for the environment and future generations.

Most recently updated in 2008, the Conservation Element contains goals and policies that serve to establish County objectives for the sustainable management of natural resources, including groundwater and surface water. The Conservation Element includes six goals relating to the County's water resources, including surface water and groundwater. Complementing these goals are twenty-eight policies and ten water resources action items. The County's six water resources related goals are included below.

"Goal CON-8: Reduce or eliminate groundwater and surface water contamination from known sources (e.g., underground tanks, chemical spills, landfills, livestock grazing, and other dispersed sources such as septic systems).

Goal CON-9: Control urban and rural storm water runoff and related non-point source pollutants, reducing to acceptable levels pollutant discharges from land-based activities throughout the county.

Goal CON-10: Conserve, enhance and manage water resources on a sustainable basis to attempt to ensure that sufficient amounts of water will be available for the uses allowed by this General Plan, for the natural environment, and for future generations.

Goal CON-11: Prioritize the use of available groundwater for agricultural and rural residential uses rather than for urbanized areas and ensure that land use decisions recognize the long-term availability and value of water resources in Napa County.

Goal CON-12: Proactively collect information about the status of the County's surface and groundwater resources to provide for improved forecasting of future supplies and effective management of the resources in each of the County's watersheds.

Goal CON-13: Promote the development of additional water resources to improve water supply reliability and sustainability in Napa County, including imported water supplies and recycled water projects."

On August 11, 2022, Governor Gavin Newsom, issued the Administration's strategy document, California's Water Supply Strategy, Adapting to a Hotter, Drier Future, which "outlines California's strategy and priority actions to adapt and protect water supplies in an era of rising temperatures." Napa County may see an increase of 3 to 4 degrees in the average maximum temperature by mid-century and an increase of 4 to 5 degrees by the end of the century (Napa County Staff Report for August 23, 2022, BOS meeting). Rising temperatures will affect biological communities, water resources, agriculture, and residents. Napa County, other California counties, and other states in the nation face the concerning implications of successive years of dry conditions and effects on natural resources. It is highly important to consider the potential short- and longer-term effects of current and future drought years, including ongoing hotter and drier years, on overall water resources conditions and water supply availability.

The vision established in the County's 2008 General Plan continues to serve as a strong guidepost for the future, but it needs to be refined and strengthened in light of the significant social and environmental changes that have occurred since 2005. Updating the General Plan is an ambitious undertaking to accomplish a comprehensive update and secure the policies needed for the next generation to protect and preserve our community into the future (Napa County Staff Report for September 7, 2022). In addition to the eight elements in the 2008 General Plan, jurisdictions that include disadvantaged communities are required to include a ninth element: Environmental Justice.

In accordance with California Water Code §106.3, the Napa County seeks incorporation of the human right to water into County policy to affirm the County's commitment to sustainable water resource management and promote resilience for the benefit of all the County's beneficial users, including underrepresented persons and the environment. This addition to County policy recognizes general State policy, enacted on September 25, 2012, which declares that it "be the established policy of the State that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes." The County will consider this policy when implementing policies and regulations affecting water supply reliability, water resources sustainability, protection of domestic wells and water systems, and protection of the environment consistent with public trust principles, as well as potential future threats due to drought, while not impacting water rights or expanding or creating new County obligations.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS ADOPTING THIS HUMAN RIGHT TO WATER POLICY INCLUDING PROTECTION OF PUBLIC HEALTH, THE ENVIRONMENT CONSISTENT WITH PUBLIC TRUST PRINCIPLES, AND ALL BENEFICIAL USES, TO ENSURE PRUDENT WATER RESOURCE MANAGEMENT AND EFFICIENT USE, FOR THE BENEFIT OF PRESENT AND FUTURE GENERATIONS

WHEREAS, on September 26, 2012, Governor Jerry Brown signed Assembly Bill 685 (AB 685) establishing a state policy that every human being has a human right to safe, clean, affordable, and accessible drinking water; and

WHEREAS, California Assembly Bill 685, colloquially known as the Human Right to Water Bill, went into effect on January 1, 2013; and

WHEREAS, AB 685 added California Water Code section 106.3 to the, which provides, in part, "It is hereby declared to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes."; and

WHEREAS, the State Water Resources Control Board expanded the scope of its public health responsibility when, on February 3, 2015, the Board clarified and revised its mission statement as follows: "To preserve, enhance, and restore the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and to ensure proper water resource allocation and efficient use, for the benefit of present and future generations." The Board adopted the Human Right to Water as a core value on February 16, 2016 (Resolution No. 2016-0010); and

WHEREAS, in accordance with California Water Code section 106.3, in April 2021, the Department of Water Resources (Department) incorporated the human right to water into departmental policy to further the Department's mission to manage the water resources of California for sustainability and resilience to benefit the State's people and environment and establish that the Department shall implement the Human Right to Water Policy (Policy). Among other actions, the Department will assess and understand the impact and vulnerabilities of water access and affordability, inclusive of, but not limited to social, economic, environmental, and public health factors; and

WHEREAS, on August 11, 2022, Governor Gavin Newsom, issued the Administration's strategy document, *California's Water Supply Strategy, Adapting to a Hotter, Drier Future*, which "outlines California's strategy and priority actions to adapt and protect water supplies in an era of rising temperatures"; and

WHEREAS, the Napa County General Plan Update (2008) provides many water-related

goals, including to "Conserve, enhance and manage water resources on a sustainable basis to attempt to ensure that sufficient amounts of water will be available for the uses allowed by this General Plan, for the natural environment, and for future generations" (General Plan, Goal CON-10); and

WHEREAS, the Board of Supervisors desires to formally recognize the Human Right to Water Policy set forth in Water Code section 106.3; and

WHEREAS, the Board of Supervisors further desires that County policies and actions consider protection of the environment, public health, and all beneficial uses, including public trust principles and prudent water resource management and efficient use, for the benefit of present and future generations; and

WHEREAS, the Board of Supervisors further desires to declare that this Policy extends to all residents of Napa County, including disadvantaged individuals, groups and communities in rural and urban areas; and

WHEREAS, this Policy is not intended to expand any obligation of the County to provide water, to require the expenditure of additional resources to develop water infrastructure beyond the obligations that may exist pursuant to law, or to apply to water supplies for new development; and

WHEREAS, the implementation of this Policy shall not infringe on the rights or responsibilities of any public water system; and

WHEREAS, through this Policy, the County intends to establish safe and clean water for human use as county policy and intends for this Policy to inform the County when implementing policies and regulations affecting water supply reliability and water resources sustainability and to protect domestic wells and water systems, and to protect the environment consistent with public trust principles, as well as potential future threats due to drought, while not impacting water rights or expanding or creating new county obligations.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors hereby adopts this Human Right to Water Policy and directs that other County policies and actions consider protection of public health, environmental protection consistent with public trust principles, and to ensure prudent water resource management and efficient use for the benefit of present and future generations while not impacting water rights or expanding or creating new county obligations.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors, County of Napa, State of California, at a regular meeting of the Board held on the ___day of _____, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY BOARD OF SUPERVISORS

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Chris R.Y. Apallas* Date: November 30, 2022 Doc. No. 84291	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2143

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Staff Services Manager

SUBJECT: Agreement with University of Cincinnati Research Institute

RECOMMENDATION

Chief Probation Officer requests the following:

1. Approval of and authorization for the Chair to sign Agreement No. 230241B with University of Cincinnati Research Institute (UCCI) for the term December 1, 2022 through June 30, 2023, for a maximum annual compensation of $235,000, to provide evidence-based practice training and consultation; and

2. Approval of a Budget Adjustment to increase appropriations for Professional Services by $130,000 (Fund 1000, Subdivision 1420000) with offsetting Revenue from 2011 Realignment in Probation. (4/5 vote required)

EXECUTIVE SUMMARY

UCCI's mission is to research, develop, disseminate, and implement evidence-based practices in corrections. Evidence-based training will be offered to the Napa County Probation Department, Department of Corrections, District Attorney Office, Public Defender's Office and Napa County Superior Court.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Probation (14200-00)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The services provided are not mandatory but it is a commitment from the County to maintain an evidence-based justice system.
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be budgeted accordingly in future fiscal years.

Consequences if not approved:	Foundational evidence-based training will not be provided to all new staff in law enforcement and refresher training in best practices to existing staff.
County Strategic Plan pillar addressed:	Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The County developed an Adult Correctional Systems Master Plan in 2007. Central to this plan is the commitment to use comprehensive evidence-based practices (EBP) throughout the criminal justice system. Initial implementation of EBP included foundational training in EBP for all staff in criminal justice agencies. However, as new staff have been hired over the years, initial EBP training was not available.

As more research is conducted the science of evidence-based practices can change and it is critical to remain up to date with the latest research. To maintain an evidence-based justice system, foundational training for all new staff and updated training to staff that initially received the training is needed.

Additionally, it is important for the Probation Officers who case manage the high-risk population to have continual training in best practices and recidivism reduction. Research supports a set of staff practices that have shown success in promoting long-term behavior change of the individual offenders. Core Correctional Practices (CCP) identifies both skills and strategies that staff can use to increase the effective opportunities for greater individual success outcomes. CCP can reduce recidivism by teaching participants how to engage in long -term prosocial behavior. CCPs include the principles of effective intervention, relationship skills, effective use of reinforcement, effective use of disapproval, effective use of authority, prosocial modeling, cognitive restructuring, social skills training, and problem-solving skills. UCCI provides a train-the-trainer model and provides a no-per-use fee once staff complete the train-the-trainer program for curriculum. This will allow for significant cost savings as our current model of Cognitive Behavioral Training (CBT) require a cost per book per offender.

The contract maximum for the Agreement is $235,000. Offsetting revenue of $230,000 from realigned AB 109 funding was approved at the County's Community Correctional Partnership Committee (CCP) May 12, 2022 meeting. The remaining $5,000 will be paid by Probation's budget (1420000). Probation included some expenses for EBP contracted services in FY 2022-23. The additional request for appropriation is reflected in the requested Budget Adjustment accordingly.

NAPA COUNTY AGREEMENT NO. 230241B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of December, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE, a 501(c)(3) non-profit Ohio Corporation, whose mailing address is PO Box 19614, Cincinnati, OH, 45221, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide training and technical assistance of evidence-based practices; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2023 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS ($235,000) for professional services and for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. [RESERVED].

(d) CONTRACTOR shall submit invoices not more often than MONTHLY to the STAFF SERVICES MANAGER who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the CHIEF PROBATION OFFICER upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that

COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance**:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no

vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the NAPA COUNTY PROBATION DEPARTMENT prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its

officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within TEN days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving FIVE (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying

the effective date thereof at least 30 days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted materials, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for institutional support and training purposes. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any

payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	CONTRACTOR
Napa County Probation Department	University of Cincinnati Research Institute
Staff Services Manager	Patrick Clark, Executive Director
212 Walnut Street	PO Box 19614
Napa, CA 94559	Cincinnati, OH 45219

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its CHIEF PROBATION OFFICER. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms if this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from

breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the CHIEF PROBATION OFFICER.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

COUNTY hereby consents to the CONTRACTOR's use of the University of Cincinnati Corrections Institute (UCCI) as its subcontractor to provide the services contemplated by this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice

of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. [RESERVED]

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions.** [RESERVED]

29. **Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE

Patrick Clark Digitally signed by Patrick Clark Date: 2022.11.22 09:34:40 -05'00'

By_____
PATRICK CLARK, Executive Director

Patrick Limbach Digitally signed by Patrick Limbach Date: 2022.11.22 11:26:10 -05'00'

By_____
PATRICK LIMBACH, Board President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Doug Parker (via e-sign)* County Counsel Date: November 1, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A"

SCOPE OF WORK

PROGRAM DESCRIPTION: EBP 101

The "What Works" presentation provides an overview on which all our work is based, and serves as an excellent kick off when implementing new evidence-based programming. Acting through its authorized subcontractor, University of Cincinnati Corrections Institute (UCCI), the CONTRACTOR shall introduce the characteristics of effective correctional programs, and discuss what types of correctional practices are most likely to succeed in reducing offender behavior. CONTRACTOR shall review the latest research methods and research findings on effective correctional interventions, review the correlates of criminal conduct, learn the importance of the risk, need and responsivity principles, learn the components of cognitive behavioral interventions, develop a clear understanding of what does NOT work with the justice involved individuals with which we work, and learn the characteristic of effective correctional programs.

PROGRAM DESCRIPTION: EBP 201

The intensive 'Translating What Works" presentation provides an in-depth look at research behind the principles of effective intervention while also exploring how to translate these principles into practice. CONTRACTOR shall share real world examples of how to translate research into practice to help build and enhance effective correctional programs.

PROGRAM DESCRIPTION: EBP IN PRACTICE

After participating in EBP 101 and EBP 201, small group Training and Technical Assistance (TTA) events provide an opportunity for individuals across the justice system to come together and identify how these principles apply in their daily interactions with individuals in the juvenile and criminal justice systems. The session is interactive, includes question and answer components, and helps participants begin to translate the principles into practice.

PROGRAM DESCRIPTION: *CORE CORRECTIONAL PRACTICES* (CCP)

In the 1980's, Andrews and Keissling introduced *Core Correctional Practices*, commonly referred to as CCPs, as a way to increase the therapeutic potential of rehabilitation. CCPs are approaches staff should utilize with participants. Research shows, if implemented properly, CCP can reduce recidivism by teaching participants how to engage in long-term prosocial behavior. To provide instruction on these practices, CONTRACTOR has developed a training that instructs criminal and juvenile justice workers on the core skills needed to support cognitive behavioral programming. The training is relevant to direct care, security staff, and treatment staff. Specific topics to be discussed include: (a) a brief description of the principles of effective intervention, (b) an overview of the core correctional practices (relationships skills, effective use of reinforcement, effective use of disapproval, effective use of authority, prosocial modeling, cognitive restructuring, social skills training and problem solving skills),

(c) practice of each of the core correctional practices occurs and implementation strategies are discussed, (d) principles of an effective behavior management system are emphasized.

PROGRAM DESCRIPTION: COGNITIVE-BEHAVIORAL INTERVENTIONS – CORE YOUTH (CBI-CY)

A thorough intervention that broadly targets all criminogenic needs in youth. As the name suggests, this intervention relies on a cognitive- behavioral approach to teach individuals strategies to manage risk factors in a way that is developmentally appropriate for youth. The program places heavy emphasis on skill building activities to assist with cognitive, social, emotional, and coping skill development. The curriculum provides modifications so that individuals with mental illness can participate, though not dedicated exclusively to this population. Using a modified closed group format with multiple entry points, the curriculum allows for flexibility across various service settings and intervention lengths. CONTRACTOR serves as the sole owner and proprietor of the copyright in the CBI-CY manual and training program.

To use the program, group facilitators must first be trained by CONTRACTOR on the curriculum. Once trained, COUNTY can immediately implement and begin using the curriculum to run group treatment sessions. It's important to note that CONTRACTOR curricula and interventions are free to use! CONTRATORs mission is to research, develop, disseminate and implement evidence-based practices in corrections. As such, CONTRACTOR offers all of our programs at no "per-participant" fee. While COUNTY has copyrighted programs, the training materials COUNTY receives include permission to photocopy those resources needed to facilitate interventions.

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

1. EBP 101 WORKSHOP: A 4- hour EBP 101 Workshop, "What Works", presented by one (1) CONTRACTOR staff at a flat rate cost of $4,000 (for an unlimited audience.) Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment, and administrative costs. The workshop to be delivered **in person** or **virtually**.

2. EBP 201 WORKSHOP: A 6.50-hour EBP 201 Workshop, "Translating What Works", presented by one (1) CONTRACTOR Staff at a flat rate cost of $4,000 (for an unlimited audience.) Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment, and administrative costs. The workshop to be delivered **in person** or **virtually**.

3. CCP END USER TRAINING: A one (1) **in person** CCP end user training across two (2) days per training event for up to 15 Sponsor staff with one (1) CONTRACTOR Trainer at a flat rate cost of $6,500 (up to 30 COUNTY staff with two (2)

CONTRACTOR trainers at a flat rate cost of $11,500). Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment and administrative costs.

4. CCP COACHING: A **virtual** CCP coaching with one (1) CONTRACTOR Coach at a flat rate cost of $125/1-hour session. Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment to a central location for COUNTY dissemination to staff and administrative costs.

5. CCP TRAINING-OF-TRAINERS: A one (1) CONTRACTOR) **in person** CCP training-of-trainers across 5 days per training event for up to 6 (six) COUNTY staff with one (1) CONTRACTOR Trainer at a cost of $11,750 (up to 12 COUNTY staff with two (2) CONTRACTOR Trainers at a cost of $20,000). Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment for trainers only and administrative costs.

   Participation in a training-of-trainers session does not guarantee certification. To be eligible to participate in the trainer session, COUNTY staff must have 1) attended and participated in a CCP end-user training as conducted by a CONTRACTOR certified CCP trainer; and 2) demonstrate an understanding of CCP concepts, tools, and applications. Additionally, individual trainers in training will be required to sign a Memorandum of Understanding with CONTRACTOR agreeing to provisional terms as an Agency Trainer (Attachment A).

6. For the end user observation training, it will be the responsibility of the Sponsor to provide training materials for the end-user trainees. UCCI will provide PDF files of the materials along with instructions for manual assembly at least two weeks in advance of the session.

7. CBI-CY FACILITATOR TRAINING: One (1) **in person** CBI-CY facilitator training across (four) 4 days per training event for up to (nine) 9 COUNTY staff with one (1) CONTRACTOR Trainer at a flat rate cost of $10,750 (up to 18 COUNTY staff with two (2) CONTRACTOR Trainers at a flat rate cost of $18,750). Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment and administrative costs.

8. TECHNICAL ASSISTANCE: **Virtual** technical assistance throughout the life of the project at a flat rate of $125/hour and **in person** technical assistance at a flat rate of $4,000/day for (1) CONTRACTOR staff. At a minimum, CONTRACTOR recommends 20 hours per year and an additional 40 hours for action planning in Year 3.

9. PERFORMANCE MEASURES: Develop and implement key indicators of output and outcomes to include the effectiveness, efficiency, satisfaction, quality, and timeliness of service delivery. Assist in defining performance measures locally defined and driven, involving a variety of stakeholders using SMART principles.

10. PROJECT MANAGEMENT: COUNTY assigned a CONTRACTOR Project Director to serve as the contact and be responsible for ensuring that the project team meets it goals. Initially, the CONTRACTOR Project Director shall take time to understand the COUNTY timeline, budget, and goals. Throughout the project, the Project Director shall monitor the project timeline, budget, and deliverables; respond quickly to questions or challenges; and make recommendations throughout the life of the project to help inform decision makers and work towards project success. To accomplish this partnership, a 5% fee of the Project Director's yearly time and effort will be required for a success project. This cost ranges from $4,000 - $6,500 annually.

11. COUNTY JUVENILE CAMP TECHNICAL ASSISTANCE / PERFORMANCE MEASURES: Assistance to support the overall implementation of evidence-based practices, development of performance measures and action plan to implement evidence-based practices with the Juvenile Hall Camp program.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT

Service to be Performed	Cost of Training	Venue	Participating Departments	# of Sessions or Hours	Total Cost Not to Exceed
EBP 101	$4,000	In Person	Probation, DA, JH, Court, PD, Jail	2	$8,000
EBP 101	$4,000	Virtual	Probation, DA, JH, Court, PD, Jail	3	$12,000
EBP 201	$4,000	In Person	Probation, DA, JH, Court, PD, Jail	3	$12,000
EBP 201	$4,000	Virtual	Probation, DA, JH, Court, PD, Jail	2	$8,000
CCP Training	$11,500	In Person	Probation / Juvenile Hall	3	$34,500
CCP Coaching	$125/hr	Virtual	Probation / Juvenile Hall	200 Hours	$25,000
CCP Train Trainer	$11,500	In Person	Probation / Juvenile Hall	2	$23,000
CYI-CY Facilitator Training	$10,700	In Person (9 staff)	Probation / Juvenile Hall	2	$21,400
General TA	$125/hour	Virtual	Probation	566 hours	$70,725
Performance Measures	$125/Hour	Virtual	Probation	75 Hours	$9,375
Project Director	$6,000	Both	Probation	1	$6,000
CAMP TA/Performance Measures	$125/Hour	Virtual	Probation / Juvenile Hall	40 hours	$5,000
TOTAL					**$235,000**

The Chief Probation Officer is authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed the Agreement Maximum of $235,000.

EXHIBIT "C"

[Company Name]
[Street Address]
[City, ST ZIP Code]
Phone [phone] Fax [fax]
Taxpayer ID #

SAMPLE
INVOICE

INVOICE #_____
DATE:_____

TO:

[Customer Name]
[Street Address]
[City, ST ZIP Code]

FOR:

[Project or service description]
Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith,			
1/1/15	Site visit/investigation 123 Main	Engineer	1.5	$165.00	247.50
1/1/15	St, Napa.	Smith,	1	$165.00	165.00
	Conf w/Owner	Engineer	4	$165,00	660.00
	AutoCad, Bldg X, 3rd Floor	Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	$195.00	341.25
1/2/15		Smith,			
1/2/15	AutoCad Bldg X, 3rd Floor	Engineer	4	$165.00	660.00
	Conf w/Owner re 2nd Floor	Smith,	.5	$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2nd Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2nd	Jones, PE	1.5	$195.00	292.50
	Floor				
				TOTAL	

ATTACHMENT " A "

UNIVERSITY OF CINCINNATI (UC) CORE CORRECTIONAL PRACTICES (CCP) TRAINING-OF-TRAINERS (TOT) MEMORANDUM OF UNDERSTANDING

Under this Agreement, _____ (PRINT AGENCY TRAINER NAME), from _____ (PRINT AGENCY NAME), I consent to the following:

a. I acknowledge and understand UC's *Core Correctional Practices* (CCP) Train-of-trainer protocol as outlined in the attached description.

a. I forfeit all rights to train UC's *Core Correctional Practices* (CCP) material upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).

a. I will not train UC's *Core Correctional Practices* (CCP) outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).

a. Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.

a. I recognize that the University of Cincinnati holds ownership and copyright of UC's *Core Correctional Practices* (CCP) curriculum, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

_____ _____

Trainee Date

_____ _____

University of Cincinnati Representative Date

Correctional Practices (CCP)
Training-of-Trainers Protocol

The University of Cincinnati Corrections Institute (UCCI) offers a Train of Trainer (ToT) process for UC's Core Correctional Practices training (CCP). As such, agencies and organizations can develop internal capacity and sustain long-term use of CCP's within the provision of services. A description of the ToT process, the staff selection and certification criteria, and costs are outlined below.

General Description of Training-of-Trainers

The CCP ToT is a 5-day training or a 10 half-day synchronous virtual training that prepares staff previously trained in CCP to train other staff. UCCI-approved Master Trainers provide the ToT training. The maximum number of ToT training participants is 6 individuals for each master trainer.

The training covers CCP training logistics, content and strategies. It also provides the opportunity for each participant to practice delivering training via teach backs and a live end-user session. The full training is designed to allow the participant to demonstrate the essential CCP trainer lessons, during which Master Trainers measure participant ability to deliver the training. At the end of the ToT training, participants will be administered a written examination. The exam tests on specific training content learned throughout the training, as well as the trainer's knowledge of CCP and their application.

ToT Selection Criteria

To be eligible for this training, staff must have:

1. Attended and participated in a CCP end-user training as conducted by a UCCI certified CCP trainer; and
2. Demonstrate an understanding of CCP concepts, tools, and applications.

ToT Participant Selection Guidelines

In addition to attending the initial end user CCP training individuals selected to attend ToT training should:

1. Possess skill and comfort with public speaking, preferably with experience conducting trainings;[1]
2. Demonstrate a thorough understanding of cognitive-behavioral interventions, core correctional practices, and evidence-based strategies for correctional treatment;
3. Value and skillfully these correctional practices in their daily interactions with offenders;
4. Have a flexible schedule that allows for training time, supported by your organization;
5. Be a reliable and long-term employee within your agency; and

6. Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation, training ratings and written examination scores, ToT participants will be classified into one of three categories: 1) Certified Lead Trainer; 2) Co-Trainer; or 3) Uncertified.

Upon receiving notification by UCCI that the trainee has acceptable scores on teach-backs and the exam, Certified Trainers may begin training CCP within their agency. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis). Uncertified participants are individuals who are unable to successfully complete the training requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Lead Trainer or a Co-Trainer, ToT participants must:

1. Attend the entire in person ToT Training (3-days in class with a UCCI Master Trainer and 2-days delivering the live end-user training under the observation of UCCI Master Trainer) or virtual ToT Training (6 half-days in virtual class with a UCCI Master Trainer and 4 half-days delivering the virtual live end-user training under the observation of UCCI Master Trainer)[2]
2. Fully participate in the in person or virtual training-of-trainers process;
3. Pass the written examination; and
4. Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material.

ToT Training Agreement and MOU

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. **Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI.** Any exceptions to this must be granted by UCCI. Request for special permission may be submitted to corrections.institute@uc.edu. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign the MOU (first page of this document) at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified.

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street
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www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

David Morrison
Interim County Executive Officer

MEMORANDUM

To:	Board of Supervisors	From:	Daniel Sanchez, Senior Management Analyst
Date:	6 December 2022	Re:	7 T – Agreement with University of Cincinnati Research Institute

Recommendation To:
Chief Probation Officer request the following:
1. Approval of and authorization for the Chair to sign Agreement No. 230241B with University of Cincinnati Research Institute (UCCI) for the term December 1, 2022 through June 30, 2023, for a maximum compensation of $235,000, to provide evidence-based practice training and consultation; and
2. Approval of a Budget Adjustment to increase appropriations for Professional Services by $130,000 (Fund 1000, Subdivision 1420000) with offsetting Revenue from 2011 Realignment in Probation (4/5 vote required)
3. Approval of a Budget Adjustment to increase appropriations for Transfer's Out by $130,000 (Fund 2500, Org 1020081) (4/5 vote required)

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-394

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Graham Wadsworth, Engineering Supervisor

SUBJECT: Budget Transfer for the Napa Valley Vine Trail Resurfacing Project, RDS 21-09

RECOMMENDATION

Director of Public Works requests approval of a Budget Transfer for the following regarding the "Napa Valley Vine Trail Resurfacing Project" (4/5 vote required):

1. Increase appropriations by $300,000 in the Accumulated Capital Outlay (ACO) Fund budget (Fund 3000, Org 3000000) offset by use of its available fund balance to transfer to Project 23029; and
2. Creation of a new project, "Napa Valley Vine Trail Resurfacing" (Fund 2040, Org 2040500, Project 23029), and increase appropriations by $300,000 in Project 23029 offset by a transfer-in revenue from ACO.

EXECUTIVE SUMMARY

In 2016, the Napa Valley Transportation Agency completed the six mile long Oak Knoll Segment of the Napa Valley Vine Trail (NVVT) between the Town of Yountville and the City of Napa. Approximate 3.2 miles of the trail is in the unincorporated area north of the City Limit and south of the Town Limit, and the County is responsible to maintain, repair and resurface sections of the trail in the unincorporated areas.

Staff recommends repairing a failed portion of the paved path near Hoffman Lane and placing pavement treatment on the entire 3.2-mile length to extend the life of the existing good paving. The proposed budget transfer will allow the design and repair process to continue, and provides funding for construction.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Where is it budgeted?	Accumulated Capital Outlay (ACO) Fund (Fund: 3000, Org: 3000000) with use of its available fund balance.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There are cracks in the Napa Valley Vine Trail that need to be repaired.
Is the general fund affected?	No
Future fiscal impact:	It is anticipated that the design work will be completed this fiscal year. Project construction should occur in Calendar Year 2023, but might go into next fiscal year.
Consequences if not approved:	If repairs are not performed, future repairs will be more expensive.
County Strategic Plan pillar addressed:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

In 2016, the Napa Valley Transportation Agency (NVTA) completed the six mile long Oak Knoll Segment of the Napa Valley Vine Trail (NVVT) between Redwood Road in Napa and the Town of Yountville. Approximately 3.2 miles of the trail is in the unincorporated area between the northern limit of the City of Napa and the southern limit of the Town of Yountville.

In April 2017, the County hired Coast LM, Inc. to maintain the path, which included trash removal, leaf blowing, grass trimming and weed removal. The scope also included “Non-routine / Special Service”, such as graffiti removal, tree trimming, and tree irrigation maintenance. The scope did not include pavement maintenance and repair. On January 5, 2021, the Board of Supervisors approved a Trail Maintenance and Funding Agreement with the Napa Valley Vine Trail Coalition (NVVTC) and the City of Napa for routine maintenance. City staff performs the maintenance to the unincorporated area of the NVVT and the NVVTC funds half of the maintenance costs. The agreement states that the County is responsible for repair and resurfacing work.

In 2016 and 2017, unexpected cracks formed in the pavement near Hoffman Lane. The soil under the portion of the path near Hoffman Lane is soft and expansive, which has allowed the path to move and crack as the moisture in the soil changed through the seasons each year. A contractor placed crack seal material in the cracks to help prevent water from penetrating the pavement foundation; however, the cracks have lengthened and expanded over the past few years. In August 2018, the design consultant and geotechnical engineer evaluated several options to repair or rebuild the pavement section with construction costs ranging from $7,500 to $158,000. In January 2022, the geotechnical engineer and County staff determined that the most cost effective solution is to seal the cracks and place a microsurfacing pavement treatment over this area, as well as along the

entire 3.2 miles of path, which should preserve the pavement for 10 years. The Pavement Management Plan recommends sealing cracks every five years and placing a seal treatment on pavements every five to 10 years.

Staff is requesting a budget transfer from the Accumulated Capital Outlay (ACO) Fund (Fund: 3000, Org 3000000) to the Public Works Capital Improvement Program budget (Fund 2040, Org 2040500) project 23029. If the Board approves the budget transfer, then staff will begin the design and plan for construction in late summer 2023. When the project is complete, staff will return any remaining funds to the ACO fund.

Napa Valley Vine Trail Resurfacing Project, RDS 22-09						
Program 23029						11/28/2022
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$170,000	$170,000	$0	$0	0%	$0
15% Construction Contingency	$25,500	$25,500	$0	$0	0%	$0
Design and Engineering	$40,000	$40,000	$0	$0	0%	$0
Design and Engineering Contingency	$10,000	$10,000	$0	$0	0%	$0
Lands, TCE, Utility Relocating	$0	$0	$0	$0	0%	$0
Construction Management	$15,000	$15,000	$0	$0	0%	$0
County Project Management/Administration	$10,000	$10,000	$0	$0	0%	$0
Enviro Survey, Geotech and Special Inspections, Construction Phase	$29,500	$29,500	$0	$0	0%	$0
Permits	$0	$0	$0	$0	0%	$0
TOTAL	**$300,000**	**$300,000**	**$0**	**$0**	0%	**$0**

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2024

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: James Reese, Associate Engineer

SUBJECT: Approve Budget Transfers for the 2022 Napa County Road Seal Project, including Sunset Road Microsurfacing, 4th Avenue Striping, Las Amigas Striping, and Old Sonoma Road at Congress Valley intersection improvement.

RECOMMENDATION

Director of Public Works requests approval of a Budget Transfer for the following regarding the "2022 Napa County Road Seal Projects", RDS 22-14 (4/5 vote required):

1. Increase appropriations by $415,000 in the Measure T Non-Operating Special Revenue Fund (M-T SRF) (Fund 2440, Org 1220053) offset by use of its available fund balance to transfer to Projects 22025 and 23022;

2. Increase appropriations by $270,000 in "Old Sonoma Seal" Project (Fund 2040, Org 2040500, Project 22025) offset by a transfer-in revenue from M-T SRF;

3. Creation of a new project, "Sunset Road Seal" (Fund 2040, Org 2040500, Project 23022), and increase appropriations by $145,000 in Project 23022 offset by a transfer-in revenue from M-T SRF;

4. Increase appropriations by $70,000 in the SB1 Non-Operating Special Revenue Fund (SB1 SRF) (Fund 2440, Org 1220052) offset by use of its available fund balance to transfer to Projects 23023 and 23024;

5. Creation of a new project, "4th Avenue Striping" (Fund 2040, Org 2040500, Project 23023), and increase appropriations by $20,000 in Project 23023 offset by a transfer-in revenue from M-T SRF; and

6. Creation of a new project, "Las Amigas Road Striping" (Fund 2040, Org 2040500, Project 23024, and increase appropriations by $50,000 in Project 23024 offset by a transfer-in revenue from M-T SRF.

EXECUTIVE SUMMARY

During the 2022 Napa County Road Seal Project, opportunities and the need arose to make additional improvements that were made outside of the original project. Sunset Road was included for a rehabilitation due

to the pavement condition and location being adjacent to the other roads included in this Project. Old Sonoma Road at the intersection with Congress Valley was widened to allow for a left turn lane. Striping improvements at the intersection of 4th Avenue and Kreuzer Lane were included in this Project to improve safety. A budget transfer is now needed to pay for this additional work.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Staff recommends that the Board approved budget transfers from M-T SRF and SB1 to the Project.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Funding is needed to pay the contractor for the projects listed in this report.
Is the general fund affected?	No
Future fiscal impact:	Construction is expected to be completed this fiscal year.
Consequences if not approved:	The contractor will not make safety improvements nor repair existing pavement and roadway damage, which could lead to more expensive roadway damage repairs in the future.
County Strategic Plan pillar addressed:	Livable Economy for All
Additional Information	On July 12, 2022, the Board of Supervisors awarded a construction contract to Northwest Paving and approved a budget transfer from the MT SRF to Projects 22022, 2023, 22024, 2025, 22038 and 22040.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Pursuant to Sections 15022(a)(1)(C) and 15300.4 of the State CEQA Guidelines, the Napa County Board of Supervisors have adopted implementation procedures, identifying specific projects that would be categorically exempt from established CEQA Guidelines. The proposed improvements would be considered Categorically Exempt from CEQA pursuant to Section 15301 Class 1-Existing Facilities, which includes the operation and repair of existing public or private structures or facilities involving negligible or no expansion of existing of former use, and is further exempt under Appendix B of the Napa County's Local Procedures for implementing the California Quality Act

BACKGROUND AND DISCUSSION

The 2022 Napa County Road Seal Projects included the follow roads and treatments:

Base Bid:

- Oak Knoll Avenue from Silverado Trail to Highway 29: three inch deep pavement patching, crack sealing, and a cape seal
- Old Sonoma Road from Highway 121 to Napa City limits: three inch deep pavement patching, crack sealing, and a cape seal

- Buhman Avenue from Old Sonoma Road to Napa City Limits: three inch deep patching, crack sealing, and a cape seal
- Big Ranch Road from Napa City limits to Oak Knoll Avenue: three inch deep pavement patching, crack sealing, and a cape seal
- Old Sonoma Highway: cape seal
- Congress Valley Rd from Old Sonoma to Buhman Avenue: three or six-inch pavement patching, crack sealing, and a cape seal
- Deer Park Road from Highway 29 to Silverado Trail: grind two-and-a-half inches of the entire road, place pavement fabric and repave

On July 12, 2022, the Board of Supervisors awarded a contract to Northwest Paving, Inc. of Redding, California, for their low base bid of $2,355,513, with additive alternate No. 1 of $71,866, additive alternate No. 2 of $506,198 and additive alternate No. 4 of $513,303 for a total contract amount of $3,446,880.

During construction, the following additional improvements were made outside of the original project.

- Sunset Avenue was rehabilitated with spot pavement repairs and a cape seal due to the pavement condition and proximity to other roads included in this project.

- Old Sonoma Road at the intersection with Congress Valley was widened to include a left turn lane. This work included extra asphalt, and striping plan with comprehensive design review done by a consultant. The high friction surface treatment will also be restored to its pre earthquake repair condition.

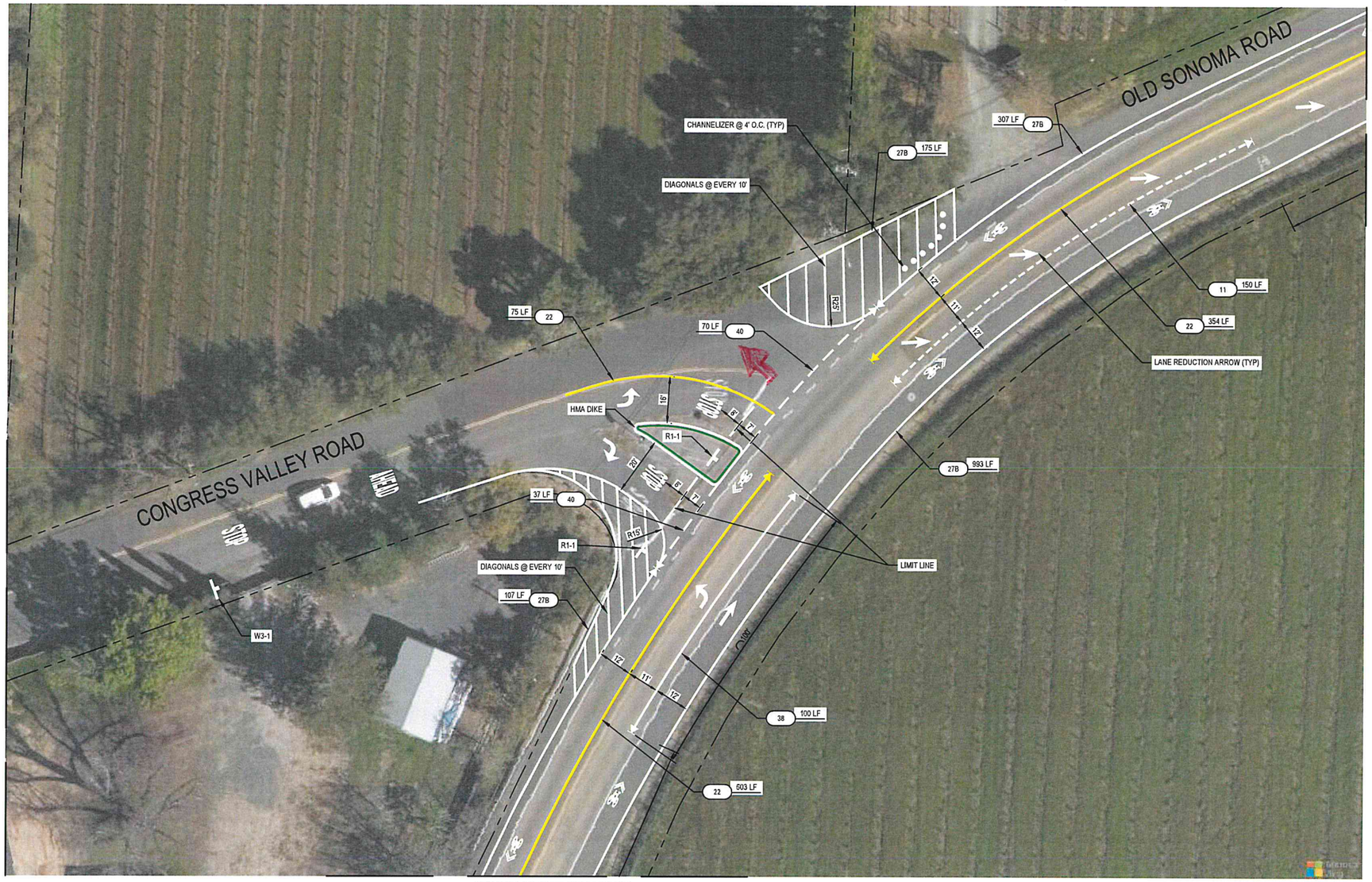
- The intersection of 4th Avenue at Kreuzer Lane will have safety improvements with new striping.

- Las Amigas Road at Bayview Avenue will have safety improvements with new signage and striping.

Budget transfers are required to fund the additional work.

SUPPORTING DOCUMENTS

Project Budgets



STRIPING AND SIGNING PLAN OLD SONOMA RD/CONGRESS VALLEY RD

SCALE: 1" = 20'

N

0 10' 20' 40'

SHEET GENERAL NOTES

1. ALL STRIPING SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALTRANS STANDARD PLANS (CSP) AND NAPA COUNTY STANDARDS.
2. ALL LEGENDS AND MARKINGS SHALL BE THERMOPLASTIC.
3. ALL PAVEMENT THAT IS TO BE GROUND WILL HAVE STRIPING REPLACED AS SHOWN.
4. CONTRACTOR SHALL INVENTORY ALL PAINTED CURBS BEFORE EXISTING CURBS ARE DEMOLISHED. ALL GREEN, WHITE, RED, AND YELLOW CURB TO BE REMOVED IN THE STUDY AREA SHOULD BE REINSTALLED.

SHEET LEGEND

- TYPE I 10'-0" ARROW PER CSP A24A
- TYPE IV (L/R) ARROW PER CSP A24A
- TYPE VI (L/R) ARROW PER CSP A24A
- SHARED ROADWAY BICYCLE MARKING PER CSP A24C
- XX / XX LF — PROVIDE STRIPING PER DETAILS A20A TO A20D OF CSP
- LIMIT OF STRIPING PATTERN
- CHANGE IN STRIPING PATTERN
- EXISTING ROADSIDE SIGN TO BE REMOVED
- ROADSIDE SIGN - ONE POST
- BUFFER
- STOP — PAVEMENT MARKING, PER STD PLAN A24D (WHITE, UON)
- BIKE LANE SYMBOL AND ARROW PER CSP A24C AND A242A

SHEET KEYNOTES

1. INSTALL 12" WHITE LIMIT LINE PER CSP A24E

GHD Inc.
2235 Mercury Way, Suite 150
Santa Rosa, California 95407, USA
T 1 707 523 1010 F 1 707 527 8679
W www.ghd.com

REGISTERED PROFESSIONAL ENGINEER — CRAIG M. SHAFFER — No. 93023 — CIVIL — STATE OF CALIFORNIA

BAR IS ONE INCH ON ORIGINAL DRAWINGS 0 1"

REUSE OF DOCUMENTS
This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of GHD and shall not be reused in whole or in part for any other project without GHD's written authorization.
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100% DESIGN PLANS
NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION	ISSUE

COUNTY OF NAPA
INTERSECTION MODIFICATION OF OLD SONOMOA RD/CONGRESS VALLEY RD

PROJ NO: 12591403
DRWN: CHKD:

P-101

SHEET OF TBD

2022-09-01 4:11 PM JPARK2
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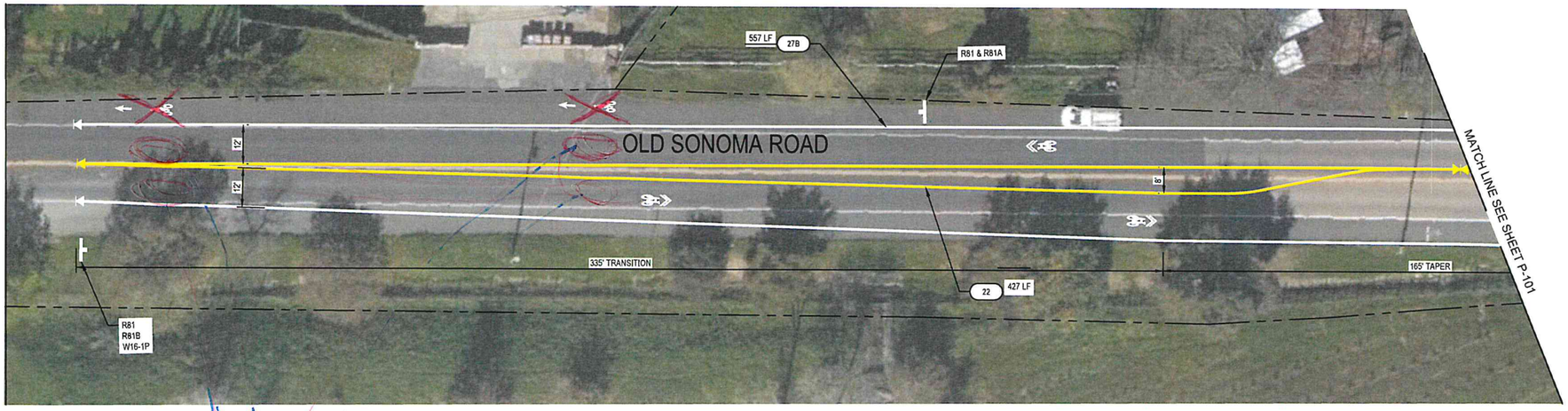

Note 4
from Sheet 21

STRIPING AND SIGNING PLAN OLD SONOMA RD
SCALE: 1" = 20'

0 10' 20' 40'

SHEET GENERAL NOTES

1. ALL STRIPING SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALTRANS STANDARD PLANS (CSP) AND NAPA COUNTY STANDARDS.
2. ALL LEGENDS AND MARKINGS SHALL BE THERMOPLASTIC.
3. ALL PAVEMENT THAT IS TO BE GROUND WILL HAVE STRIPING REPLACED AS SHOWN.
4. CONTRACTOR SHALL INVENTORY ALL PAINTED CURBS BEFORE EXISTING CURBS ARE DEMOLISHED. ALL GREEN, WHITE, RED, AND YELLOW CURB TO BE REMOVED IN THE STUDY AREA SHOULD BE REINSTALLED.

SHEET LEGEND

- TYPE I 10'-0" ARROW PER CSP A24A
- TYPE IV (L/R) ARROW PER CSP A24A
- TYPE VI (L/R) ARROW PER CSP A24A
- SHARED ROADWAY BICYCLE MARKING PER CSP A24C
- XX XX LF — PROVIDE STRIPING PER DETAILS A20A TO A20D OF CSP
- LIMIT OF STRIPING PATTERN
- CHANGE IN STRIPING PATTERN
- EXISTING ROADSIDE SIGN TO BE REMOVED
- ROADSIDE SIGN - ONE POST
- BUFFER
- STOP — PAVEMENT MARKING, PER STD PLAN A24D (WHITE, UON)
- BIKE LANE SYMBOL AND ARROW PER CSP A24C AND A242A

SHEET KEYNOTES

1. INSTALL 12" WHITE LIMIT LINE PER CSP A24E

GHD Inc.
2235 Mercury Way, Suite 150
Santa Rosa, California 95407, USA
T 1 707 523 1010 F 1 707 527 8679
W www.ghd.com

REGISTERED PROFESSIONAL ENGINEER — WILLIAM SPENCER — No. C81132 — Exp. 9/30/23 — CIVIL — STATE OF CALIFORNIA

BAR IS ONE INCH ON ORIGINAL DRAWING 0 1"

REUSE OF DOCUMENTS
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100% DESIGN PLANS
NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION
		ISSUE

COUNTY OF NAPA
INTERSECTION MODIFICATION OF OLD SONOMA RD/CONGRESS VALLEY RD

SIGNING AND STRIPING PLAN

PROJ NO: 12591403
DRWN: CHKD:
P-102
SHEET OF TBD

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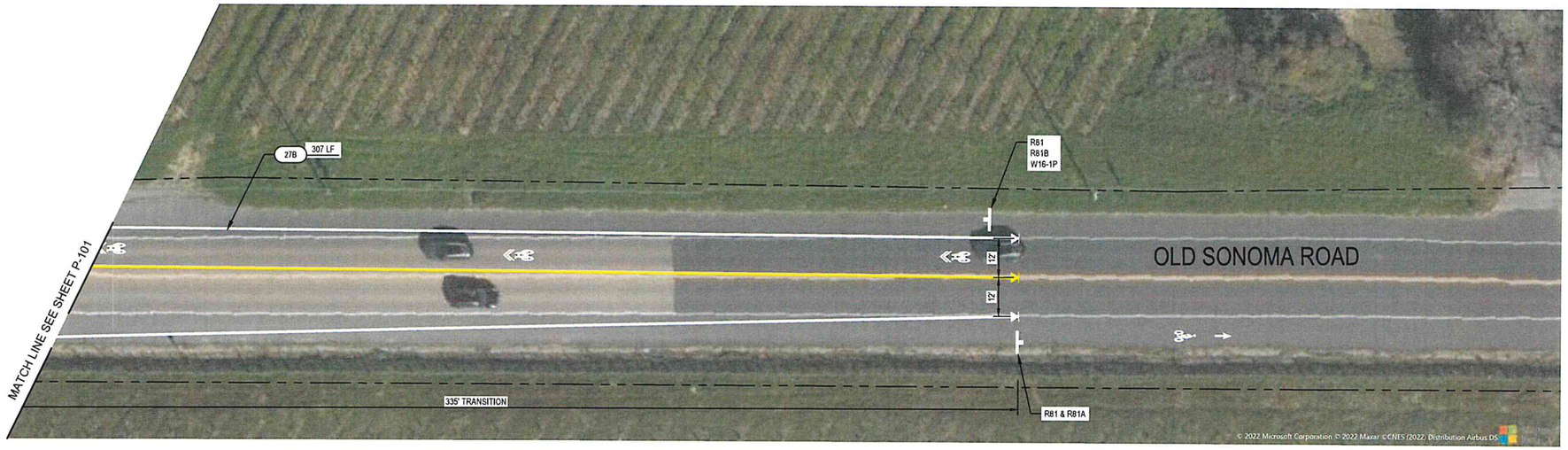

STRIPING AND SIGNING PLAN OLD SONOMA RD

SCALE: 1" = 20'

N

0 10' 20' 40'

SHEET GENERAL NOTES

1. ALL STRIPING SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALTRANS STANDARD PLANS (CSP) AND NAPA COUNTY STANDARDS.
2. ALL LEGENDS AND MARKINGS SHALL BE THERMOPLASTIC.
3. ALL PAVEMENT THAT IS TO BE GROUND WILL HAVE STRIPING REPLACED AS SHOWN.
4. CONTRACTOR SHALL INVENTORY ALL PAINTED CURBS BEFORE EXISTING CURBS ARE DEMOLISHED. ALL GREEN, WHITE, RED, AND YELLOW CURB TO BE REMOVED IN THE STUDY AREA SHOULD BE REINSTALLED.

SHEET LEGEND

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- TYPE IV (L/R) ARROW PER CSP A24A
- TYPE VI (L/R) ARROW PER CSP A24A
- SHARED ROADWAY BICYCLE MARKING PER CSP A24C
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- LIMIT OF STRIPING PATTERN
- CHANGE IN STRIPING PATTERN
- EXISTING ROADSIDE SIGN TO BE REMOVED
- ROADSIDE SIGN - ONE POST
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- BIKE LANE SYMBOL AND ARROW PER CSP A24C AND A242A

SHEET KEYNOTES

1. INSTALL 12" WHITE LIMIT LINE PER CSP A24E

GHD Inc.
2235 Mercury Way, Suite 150
Santa Rosa, California 95407, USA
T 1 707 523 1010 F 1 707 527 8679
W www.ghd.com

REGISTERED PROFESSIONAL ENGINEER * TRAVIS W. SCHEEL * No. C87192 * Civil * STATE OF CALIFORNIA

BAR IS ONE INCH ON ORIGINAL DRAWING 0 1"

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100% DESIGN PLANS
NOT FOR CONSTRUCTION

MARK	DATE	ISSUE DESCRIPTION

COUNTY OF NAPA
INTERSECTION MODIFICATION OF OLD SONOMOA RD/CONGRESS VALLEY RD

SIGNING AND STRIPING PLAN

PROJ NO: 12591403
DRWN: CHKD:

P-103

SHEET OF TBD

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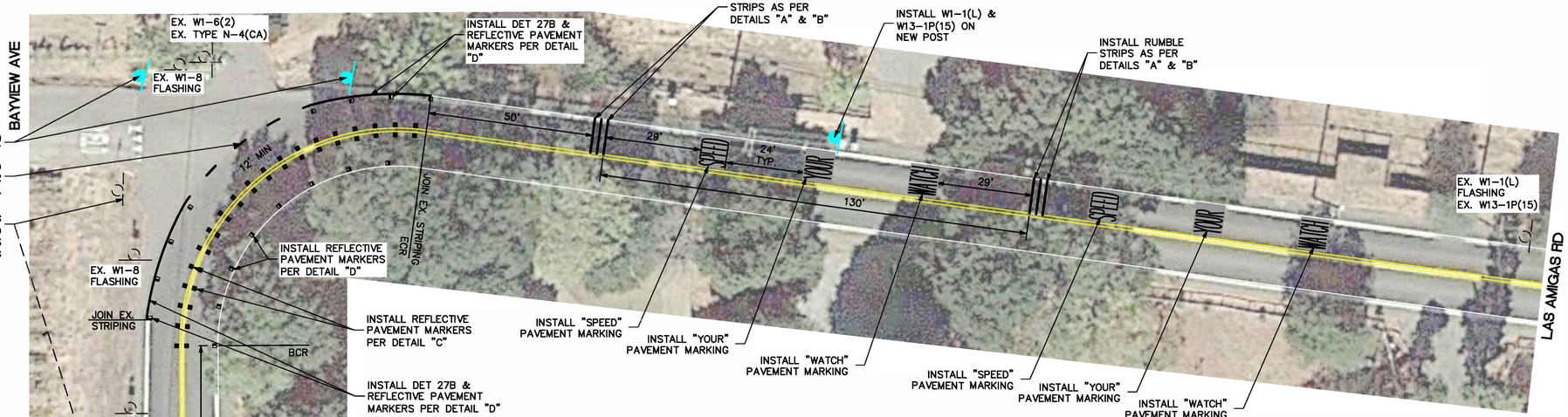
RELATIVE BORDER SCALE
15 IN INCHES

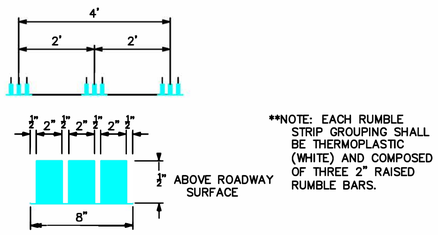


1" = 20'

LAS AMIGAS RD

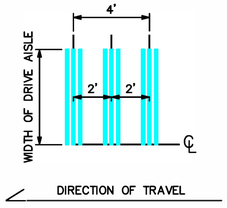
IMPORTANT NOTICE

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT, TOLL FREE 1-800- 227-2600 (811) TWO WORKING DAYS BEFORE YOU DIG.



**NOTE: EACH RUMBLE STRIP GROUPING SHALL BE THERMOPLASTIC (WHITE) AND COMPOSED OF THREE 2" RAISED RUMBLE BARS.

DETAIL "A"
RUMBLE STRIP CROSS SECTION
N.T.S.



DETAIL "B"
RUMBLE STRIP PLACEMENT
N.T.S.

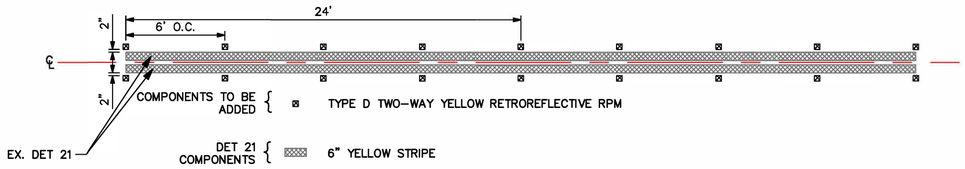
SIGNING AND STRIPING GENERAL NOTES:

1. TRAFFIC SIGNING, STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO THE 2018 OR THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THIS PLAN, AND THE SPECIAL PROVISIONS.
2. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
3. RUMBLE STRIPS SHALL BE PREMARK PREFORMED THERMOPLASTIC IN-LANE RUMBLE BARS BY ENNIS-FLINT.
4. SEE DETAIL "A" AND "B" FOR RUMBLE STRIP DIMENSIONS.

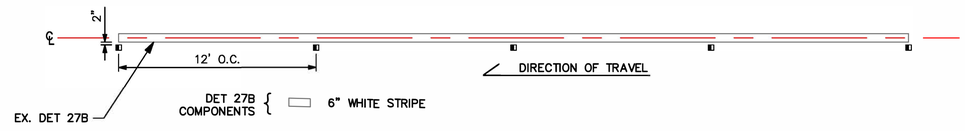
LEGEND:

EXISTING SIGN & POST

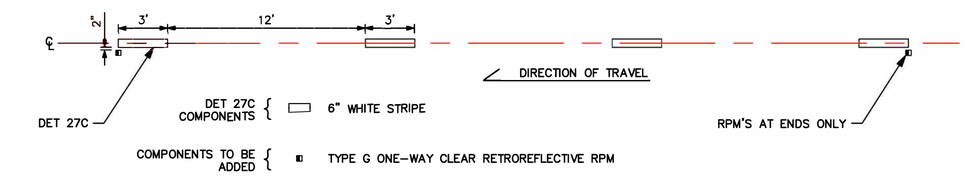
PROPOSED SIGN AND POST AS NOTED



DETAIL "C"
N.T.S.



DETAIL "D"
N.T.S.



DETAIL "E"
MODIFIED CALTRANS DETAIL 26C
N.T.S.

SEE PLAN

PLANS PREPARED BY:
WILLDAN Engineering | extending your reach
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA 91746-3497
(562) 908-6200
UNDER THE SUPERVISION OF:
FARHAD IRANITALAB RCE 33142 DATE

REGISTERED PROFESSIONAL ENGINEER
FARHAD IRANITALAB
No. 33142
EXP. 06-30-23
CIVIL
STATE OF CALIFORNIA

DRAWN BY: MO
DESIGNED BY: MO
CHECKED BY: FI

REVISIONS

MARK	DATE	DESCRIPTION	BY	CHECKED	APPROVED
		AS-BUILT			

COUNTY OF NAPA
PUBLIC WORKS DEPARTMENT

PROJECT: BAYVIEW AVE AT LAS AMIGAS RD
SIGNING & STRIPING IMPROVEMENTS

LIMITS: AT INTERSECTION | DWG. NO.

SCALE: 1" = 20' | DEPOSIT RECEIPT NO.: | BUDGET ACCOUNT NO.: | SHEET 1 OF 1

FILE: W:\WE-CA\Napa, County of\111417 - Napa County Traffic Engineering Services\Las Amigas & Bayview Stop Warrant\EXHIBITS\Bayview & Las Amigas.dwg
USER: MObergon
DATE: Jun 02, 2022 - 2:28pm

W:\WE-CA\Napa, County of\111417 - Napa County Traffic Engineering Services\Las Amigas & Bayview Stop Warrant\EXHIBITS\Bayview & Las Amigas.dwg Jun 02, 22 - 2:28pm

NAPA COUNTY CALIFORNIA

PLANS PREPARED BY:
WILLDAN Engineering
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA 91746-3497
(562) 908-6200
UNDER THE SUPERVISION OF:

FARHAD IRANITALAB RCE 33142 DATE

REGISTERED PROFESSIONAL ENGINEER
FARHAD IRANITALAB
No. 33142
EXP. 06-30-23
CIVIL
STATE OF CALIFORNIA

4TH AVENUE AND KREUZER LANE INTERSECTION STRIPING IMPROVENT

BUDGET SUMMARY: NAPA COUNTY ROAD SEAL PROJECTS,OLD SONOMA ROAD, 22025 RDS 22-14						
						11/7/2022
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$925,529	$250,000	$925,529	$840,046	0%	$85,483
10% Construction Contingency	$92,000	$0	$92,000	$0	0%	$92,000
Design and Engineering	$15,000	$20,000	$15,000	$19,824	53%	$4,824
Construction Management	$10,271	$0	$10,271	$7,874	0%	$2,398
County Project Management/Administration	$20,000	$0	$20,000	$9,798	0%	$10,202
Environmental, Geotechnical and Special Inspections	$7,000	$0	$7,000	$0	0%	$7,000
Mailers, Newspaper Advertisement, Permits	$200	$0	$200	$162	0%	$38
TOTAL	$1,070,000	$270,000	$1,070,000	$877,704	2%	$192,297
Budget Created by James Reese.						

BUDGET SUMMARY: LAS AMIGAS STRIPING 23024, RDS 22-14						
						11/8/2022
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$35,025	$35,025	$0	$0	0%	$0
15% Construction Contingency	$5,250	$5,250	$0	$0	0%	$0
Design and Engineering	$7,725	$7,725	$0	$0	0%	$0
Construction Management	$2,000	$2,000	$0	$0	0%	$0
County Project Management/Administration	$0	$0	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$0	$0	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$0	$0	$0	$0	0%	$0
TOTAL	$50,000	$50,000	$0	$0	0%	$0
Budget Created by James Reese.						

BUDGET SUMMARY: 4th AVENUE STRIPING 23023, RDS 22-14						
						11/8/2022
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$6,000	$6,000	$0	$0	0%	$0
15% Construction Contingency	$900	$900	$0	$0	0%	$0
Design and Engineering	$10,000	$10,000	$0	$0	0%	$0
Construction Management	$3,100	$3,100	$0	$0	0%	$0
County Project Management/Administration	$0	$0	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$0	$0	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$0	$0	$0	$0	0%	$0
TOTAL	$20,000	$20,000	$0	$0	2%	$0
Budget Created by James Reese.						

BUDGET SUMMARY: NAPA COUNTY ROAD SEAL PROJECTS, SUNSET ROAD 23022 RDS 22-14						
						11/7/2022
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$127,193	$127,193	$0	$0	0%	$0
11% Construction Contingency	$0	$0	$0	$0	0%	$0
Design and Engineering	$5,500	$5,500	$0	$0	0%	$0
Construction Management	$5,297	$5,297	$0	$0	0%	$0
County Project Management/Administration	$5,010	$5,010	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$2,000	$2,000	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$0	$0	$0	$0	0%	$0
TOTAL	$145,000	$145,000	$0	$0	0%	$0
Budget Created by James Reese.						

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2106

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Frank Lucido - Engineering Manager

SUBJECT: Approval of Professional Service Agreement with Ninyo and Moore in support of Various County Projects

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Agreement No. 230242B with Ninyo & Moore Geotechnical & Environmental Sciences Consultants for a maximum of $300,000 per fiscal year and for the term from December 6, 2022 to June 30, 2027 for on-call services needed for construction testing and inspection on various upcoming building and paving projects.

EXECUTIVE SUMMARY

The County will be routinely completing building and roadway rehabilitation and repair projects which require testing, inspection and professional engineering support. Public Works advertised a request for statements of qualifications (SOQ's) to seek out the most qualified firms to provide this service and is now ready to contract with the top ranked firm.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Various Capital Improvement Budgets
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed Professional Service Agreement (PSA) will provide required technical services for various Napa County Public Works projects in design and construction.
Is the general fund affected?	No
Future fiscal impact:	N/A

Consequences if not approved:	Hazardous materials, geotechnical, materials testing, and building related inspections services will not be provided, delaying and potentially affecting the quality of projects planned and in progress.
County Strategic Plan pillar addressed:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On July 6, 2022, the County advertised for statements of qualifications (SOQ's) to seek out the most qualified firms to provide testing, inspection, geotechnical engineering and related services for building and road projects. Submitters were encouraged to submit qualifications for either building, road or both types of projects depending on their abilities. A total of seven SOQs (five for each category) were received. On September 1, 2022, the top ranked companies that submitted for the road category were interviewed in accordance with California Government Code Section 4526 and the County has since executed an agreement for the top ranked firm in this category.

On October 20, 2022, the top ranked companies that submitted for the building category were interviewed by staff and Public Works. The County is now ready to enter into an on-call professional service agreement with Ninyo & Moore (ranked most qualified). The County is also working on an on-call professional service agreement with the second most qualified (Inspection Services, Inc.) and will be seeking approval to enter in an agreement with them in the near future.

As tasks are identified, staff will request a proposal from the first ranked consultant and negotiate a fair price. In the event that the first ranked consultant and County are unable to come to a mutually acceptable fee for a particular task, staff will request a proposal from the second ranked consultant.

NAPA COUNTY AGREEMENT NO. 230242B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of December, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and NINYO AND MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS, a California corporation, whose business address is 2020 Challenger Drive, Suite 103, Alameda, California, 94501, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide building inspection, geotechnical engineering, materials testing, and construction inspection support services for various projects for Napa County; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed 5 additional years unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of COUNTY by the Napa County Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto, in addition to the RFQ and CONTRACTOR's proposal, incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Project Manager who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the PROJECT MANAGER upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of

CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance**:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) Commerical Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned

vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Napa County Public Works Department prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any cancellation, other termination, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the commerical automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to commercial general liability insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured

retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend (but, for claims alleging professional liability, shall not defend) at its own expense, indemnify, and hold harmless COUNTY and its officers and employees from and against any and third party tort claims, actions, and proceedings (collectively "Claims"), and the liability, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, arising out of such Claims brought for or on account of personal injury (including death) or damage to property, to the extent caused by the negligent acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, the portion of such liability, claims, actions, losses, injuries, damages or expenses, if any, arising from the negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within TEN (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving FIVE (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County

Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least THIRTY (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY (provided CONTRACTOR has been paid all undisputed invoice amounts due), although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the

system dependent upon such code when such use is necessary to prevent loss of service to COUNTY. COUNTY agrees to indemnify, defend and hold CONTRACTOR harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of the documents and materials, except on projects where CONTRACTOR has been retained to provide services.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	CONTRACTOR
Napa County Department of Public Works 1195 Third Street, Suite 101 Napa, CA 94559	Ninyo & Moore 2020 Challenger Drive, Suite 103 Alameda, CA 94501

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Public Works or designee, except when required by law, arbitrator's order, or court order, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY. All obligations of confidentiality and all restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years following the Effective Date of this Agreement.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information. Notwithstanding the obligation to return or destroy the Confidential Information

and corresponding copies: (i) there shall be no obligation to return or destroy Confidential Information maintained electronically on networks or email servers provided the electronic data is maintained in confidence and not readily accessible to third parties; and (ii) derivative information, consisting of notes, analyses, compilations, studies or other documents which contain or reference Confidential Information need not be returned or destroyed, provided it is at all times held and kept confidential pursuant to the terms of this Agreement.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms if this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall provide that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Public Works.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or

applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. Contractor shall adhere to the prevailing wages provisions as set forth in Exhibit "D," attached hereto and incorporated herein by this reference.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. The "prevailing party" is the party

determined by statute to be as such, or if no statute governs, then by the Court that serves as the venue for the legal action at issue.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions.**

(a) CONTRACTOR shall comply with those requirements set for in Exhibit "D" and "E" and shall exercise reasonable professional care to comply with any other applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this Agreement.

(b) CONTRACTOR shall document all work done in connection with this Agreement and as directed by the Napa County Auditor and/or the Director of Public Works.

(c) CONTRACTOR agrees to perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the "Standard of Care"). Notwithstanding any clause in this Agreement to the contrary, CONTRACTOR expressly disclaims all express or implied warranties and guarantees with respect to the quality of performance of professional services.

(d) COUNTY delegates its authority to the Director of Public Works to approve future changes or amendments to Exhibit A and B, attached to this agreement, provided that any such change or amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this agreement.

(e) Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's approved Cost Proposal for the task order. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations for the task order. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Task Order.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

NINYO AND MOORE

By _____
AVRAM NINYO, Chief Executive Officer

By _____
AVRAM NINYO, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *John L. Myers* (e-sign) County Counsel Date: November 16, 2022 PL No.: 83911	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

This professional services agreement will allow for on call for testing, inspection, as well as geotechnical engineering and related services. These services are necessary to support the production of Plans and Specifications and inspection of construction work for conformance to requirements. The services include but are not limited to the following:

- Anchor bolt load tests
- Concrete coring and testing
- Reinforcing steel placement in existing structures
- Welding inspection
- Structural bolts testing and inspection
- Building material strength testing
- Slab moisture testing
- Geotechnical exploration
- Concrete and asphalt concrete coring and testing
- Inspection of drilled holes
- Compaction testing for soil, pavement, and base
- Geotechnical recommendations for slide and pavement repairs
- Traffic Control
- Construction management limited to projects that require special geotechnical/pavement inspection

CONTRACTOR shall provide estimates for task orders when requested and obtain a signed task order as shown in Exhibit C, prior to commencing work. Work beyond what is authorized in a task order will not be reimbursed unless approved by COUNTY. Payment for services rendered under this agreement will be made at rates per the fee schedule in Exhibit B.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B"
COMPENSATION AND EXPENSE REIMBURSEMENT

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 250
Senior Engineer/Geologist/Environmental Scientist	$ 235
Senior Project Engineer/Geologist/Environmental Scientist	$ 220
Project Engineer/Geologist/Environmental Scientist	$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	$ 200
Staff Engineer/Geologist/Environmental Scientist	$ 180
GIS Analyst	$ 160
Technical Illustrator/CAD Operator	$ 140

Field Staff

Certified Asbestos/Lead Technician	$ 220
Field Operations Manager	$ 150
Nondestructive Examination Technician (UT, MT, LP)	$ 145
Supervisory Technician	$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 135
Senior Technician	$ 135
Technician	$ 130

Administrative Staff

Information Specialist	$ 120
Geotechnical/Environmental/Laboratory Assistant	$ 120
Data Processor	$ 95

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

NOTES:

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 45 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

- Mileage shall be reimbursed on the current IRS rate
- Special terms in section 28 apply

EXHIBIT "C"
INVOICE AND TASK ORDER

[Company Name]
[Street Address]
[City, ST ZIP Code]
Phone [phone] Fax [fax]
Taxpayer ID #

SAMPLE INVOICE

INVOICE #_____
DATE:_____

TO:

[Customer Name]
[Street Address]
[City, ST ZIP Code]

FOR:

[Project or service description]
Contract No.

Date	DESCRIPTION	Employee & Title	HOURS or %	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa.	Smith, Engineer	1.5	$165.00	247.50
1/1/15	Conf w/Owner	Smith, Engineer	1	$165.00	165.00
1/1/15	AutoCad, Bldg X, 3rd Floor	Smith, Engineer	4	$165,00	660.00
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	$195.00	341.25
1/2/15	AutoCad Bldg X, 3rd Floor	Smith, Engineer	4	$165.00	660.00
1/2/15	Conf w/Owner re 2nd Floor	Smith, Engineer	.5	$165.00	82.50
1/3/15	Mtg w/Jones re 2nd Floor; conf w/Owner	Smith, Engineer	1.5	$165.00	247.50
1/3/15	Task 10, Redline Plan Review	Jones, PE	25%	$1095.00	273.75
				TOTAL	

Napa County
Department of Public Works
1195 Third St., Room 201
Napa, CA 94559

Date:
Contract No.
CONTRACT TASK ORDER No. 1
SHEET 1 OF 1

Napa County Project X

To: *Ninyo & Moore*

Change Requested by: *John Doe*

Item	Description	Amount
1	*Testing as indicated in 9/10/2020 letter by Ninyo & Moore*	$ 2,200.00

EXHIBIT "D"

CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite.

1.1. Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. Penalties for Violations. The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

3. Payroll Records. The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require its subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in California Labor Code section 1776 on a monthly basis, both to the County and directly to the Labor

Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

3.1. If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

3.2. The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

4. Apprentices. The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

5. Working Hours. The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

> "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

8. Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

9. Contractor and Subcontractor Registration Requirements. The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the California Business and Professions code or by sections 10164 or 20103.5 of the

California Public Contract Code, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within twenty-four hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

9.2. By submitting a bid or proposal to the County, the Contractor is certifying that he or she has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5, and the Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

9.3. The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

9.4. This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

10. Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT "E"

FEMA AND EPA PROVISIONS

I. DEFINITIONS

A. **Government** means the United States of America and any executive department or agency thereof.

B. **Funding Agency** means federal funding or State of California funding agencies.

C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Funding Agency.

II. FEDERAL CHANGES

A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and Funding Agency Directives as they may be amended or promulgated, from time to time, during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this contract.

B. The Contractor agrees to include the above clause in each third-party subcontract financed, in whole or in part, with the Federal assistance provided by the Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the County, Funding Agency, the Comptroller General of the United States or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. 44 CFR §13.36(i)(10).

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. 44 CFR §13.36(i)(11).

D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in this agreement.

IV. DEBARMENT AND SUSPENSION

A. Contractor represents and warrants that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of their third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. 44 CFR § 13.35; Gov. Code § 4477.

B. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension,

Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant".

C. The Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

V. **NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees; 44 CFR §13.36(i)(3))

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. **ANTI-KICKBACK ACT COMPLIANCE** (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. **DAVIS-BACON ACT COMPLIANCE** when required by Federal grant program legislation; 44 CFR §13.36(i)(5))

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses, incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of

Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19 of the Agreement.

A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code Section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Napa." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. **CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers; 44 CFR §13.36(i)(6))

A. **Compliance:** Contractor agrees that they shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. **Overtime:** No Contractor or subcontractor contracting for any part of the work under this Agreement, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore, shall be liable to any affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of his/her standard workweek of forty hours, without payment of the overtime wages required by paragraph B.

D. **Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. **Subcontracts:** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that they have read and understand the reporting requirements of FEMA stated in 44 CFR § 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for government purposes:

1) The copyright in any work developed with the assistance of funds provided under this Agreement;

2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 44 CFR §13.34, 13.36(i)(8)-(9).

B. The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. **PATENT RIGHTS** (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Funding Agency.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements", 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

XIII. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 44 CFR § 13.36(i)(13).

B. The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. **CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year; 44

CFR §13.36(i)(12)).

A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Funding Agency.

C. The Contractor agrees to include paragraph A and B above in each third-party subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

XV. **TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of $10,000; 44 CFR §13.36(i)(2))

See Paragraphs 10 and 11 of the Agreement.

XVI. **TERMINATION FOR DEFAULT** (applicable to all contracts in excess of $10,000; 44 CFR §13.36(i)(2))
Contractor's failure to perform or observe any term, covenant, or condition of this Agreement shall constitute an event of default under this Agreement.

See Paragraphs 9 and 11 of the Agreement.

XVII. **LOBBYING**

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of $100,000).

C. Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XVIII. **MBE / WBE /DBE REQUIREMENTS**

The County intends to seek reimbursement of its costs incurred in connection with this project. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required by 44 CFR 13.36(e). Failure to perform the "Good Faith Effort" process and submit forms ADM-0312F with the statements of qualifications, shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Contractor, and any subcontractors to take the steps listed below to assure

that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below, this shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

A. Place qualified small and minority businesses and women's business enterprises on solicitation lists (44 USC 13.36(e)(2)(i));
B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources (44 USC 13.36(e)(2)(ii));
C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises (44 USC 13.36(e)(2)(iii));
D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises (44 USC 13.36(e)(2)(iv)); and
E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce (44 USC 13.36(e)(2)(v)).

XIX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by EPA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by EPA, as set forth in 40 CFR Part 33, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all EPA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the EPA terms and conditions.

Attachment 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither the Contractor nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted, if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, they shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless they know that the certification is erroneous. A participant may decide the method and frequency by which they determine the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature

11-17-2020
Date

Attachment 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Signature

11-17-2022
Date

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2146

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Juan Arias, Deputy Director of Public Works

SUBJECT: Napa Valley Business Park Area - Traffic Mitigation Fee Program - Annual Review - Fiscal Year 2021-22

RECOMMENDATION

Director of Public Works requests approval of the annual report on the Traffic Mitigation Fee program for Fiscal Year 2021-22.

EXECUTIVE SUMMARY

Napa County currently maintains a Traffic Mitigation Fee (TMF) program in the Napa Valley Business Park (NVBP), commonly referred to as the NVBP TMF. The NVBP TMF was established in 1990 and has been continuously maintained since that time, as a mechanism for sharing the costs of needed road improvements among all development within its planning area.

California Government Code Sections 66001 and 66006 requires that County staff prepares annual financial disclosure reports for the TMF program, and every five years staff prepares a comprehensive review that describes the program in detail, including the program's historical background, the projects that have been completed or modified, and the financial status of the overall program. The most recent annual financial report was presented to the Board of Supervisors on December 2, 2021, while the most recent comprehensive five-year review was presented to the Board in a Board Agenda Letter dated December 4, 2018 for fiscal years 2013 -14 through 2017-18 in compliance with Government Code Sections 66001 and 66006. " With this item today, staff is formally forwarding the annual report for FY 2021-22 to the Board in accordance with Government Code Section 66006.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Traffic Mitigation Fund Special Revenue Funds (Fund 2440, Org 1220050 & 1220051)
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	Projects which are planned to be constructed with these funds include the Devlin Road Vine Trail (South Kelly Road to Tower Road), installation of a traffic roundabout at the intersection of Soscol Ferry Road and Devlin Road, and other improvements at several local intersections. The funds are also scheduled to be used to pay for the Napa Valley Business Park area's share of future improvements to the State Highway 12/29 and 29/221 intersections.
Consequences if not approved:	The Traffic Mitigation Fee program will not be in compliance with the requirements of the Mitigation Fee Act, which could jeopardize the ability to provide the circulation system improvements necessary to serve potential future development in this planned growth area of the county. Individual development projects would be required to perform more substantial traffic impact analyses, and could potentially be required to directly construct costly circulation improvements, potentially limiting economic development and job growth in the area.
County Strategic Plan pillar addressed:	Effective and Open Government
Additional Information	None

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The following information is provided in support of and in compliance with the reporting requirements of Government Code Sections as relates to the Road Improvement Program and Development Fees:

Annual Review of the Traffic Mitigation Program from Fiscal Years 2021-22

The Airport Industrial Area Specific Plan (AIASP) was adopted by the Board of Supervisors on July 29, 1986 to provide for the orderly development of the area around Napa County Airport. The Specific Plan recommended the development of a mechanism for sharing the costs of needed road and intersection improvements among all development within the planning area. These improvements include the roundabout at

the Soscol Ferry Road/Devlin Road intersection and capacity/operational improvements at several intersections, as well as the local share of the cost of major improvements to the State Route 29/12/221 (Soscol Junction) and State Route 29/12 (Airport Junction) intersections. The Board approved payment of the County's $2.9 Million share from this program and from a loan from the Accumulated Capital Outlay fund to this program for the Soscol Junction project at the August 17 Board meeting. The AIASP was formally renamed the Napa Valley Business Park (NVBP) by action of the Board of Supervisors on October 23, 2013.

The Traffic Mitigation Fee program was adopted in December 1990, and has been used since that time as the noted cost-sharing mechanism. The fee was established under the authority of Section 66000 et seq. of the Government Code, the Mitigation Fee Act. Section 66006 (b)(1) of the Act requires local government agencies to make a series of financial disclosures regarding the collection and expenditure of the development fees on a yearly basis. This information has been collected by the Public Works Department as required, and has been available to the public through the annual budget process and other means, each year. With this item today, staff is formally forwarding the annual report for FY 2021-22 to the Board in accordance with Government Code Section 66006 (b)(2).

As of June 30, 2022, there was $458,393 available in the fund balance.

During this time period there has been $769,581 received from developer's contributions and $1,908 has been earned in interest.

During the same time period, $2,900,000 has been expended for Soscol Junction and $467,485 for Soscol Ferry Road/Devlin Road Roundabout authorized projects.

Funds transferred this fiscal year were $3,319,260 including: $2,900,000 transfer to Soscol Junction, $400,000 to Soscol Ferry Road/Devlin Road Roundabout Project and $19,260 transfer to Public Works budget for Public Works for Staff Time.

The next project the County will be constructing is the Soscol Ferry Road/Devlin Road Roundabout project to be coordinated with the State Route 29/Soscol Junction project, which is being managed by the Napa Valley Transportation Authority. The Soscol Ferry Road/Devlin Road Roundabout project is currently in the design/permitting/right of way phase and beginning of construction is targeted for 2023.

The Fiscal Year 2021-22 Report which reports funding as of the close of the fiscal year is provided in supporting documents.

NAPA VALLEY BUSINESS PARK
TRAFFIC MITIGATION FEE PROGRAM

FISCAL YEAR 2021-22 REPORT
California Government Code 66006

Pursuant to Government Code Section 66006, the following report is made with respect to the Napa Valley Business Park (NVBP) Traffic Mitigation Fee (TMF) Program for Fiscal Year 2021-22:

A. Description of the type of fee in the fund or account. The TMF Program provides funding for road improvements necessitated by development within the NVBP area, as established by Resolution 90-152.

B. Amount of fee. The fee for Fiscal Year 2021-22 was $685 per daily vehicle trip as determined in accordance with Resolution No. 2021-132, and as subsequently amended.

C. Beginning and ending balance of account or fund. These balances are reported as follows:

Fiscal Year	Beginning balance	Ending balance
2021-22	$1,495,656	$458,393

D. Amount of fees collected and interest earned. These amounts are reported as follows:

Fiscal Year	Fees Collected	Interest Earned	Loan*	Total
2021-22	$769,581	$1,908	$1,510,508	$2,281,997

* On 8/17/2021, the Board approved a loan from the County's Accumulated Capital Outlay Fund to the Traffic Mitigation Fund in the amount of $1,510,508 in order to fund $2.9 Million to the Napa Valley Transportation Authority (NVTA) as the County's match for the Soscol Junction Project. The loan will be repaid as the Traffic Mitigation Fund is collected over time.

E. Identification of public improvements on which fees were expended, amount of expenditure on each improvement, and percentage of the cost that was funded with the fees. These amounts are reported for Fiscal Year 2021-22 as follows:

Project	Amount Expended	Percentage from Fees
Soscol Ferry Road	$2,900,000	100%**
Soscol Rd./Devlin Rd. Roundabout	$467,485	100%

**$1,510,508 was paid from the loan from the County's Accumulated Capital Outlay Fund and remaining $1,389,492 was paid from the Traffic Mitigation Fees that have already been collected. Percent from Fees is indicated as 100% as the loan will be repaid over time by the collection of the fees.

F. Identification of approximate dates by which construction of public improvements will commence if the local agency determines sufficient funds have been collected to complete financing on an incomplete public improvement. This information is reported in the Capital Improvement Program.

G. Description of interfund transfers or loans made from the account or fund. These amounts are reported as follows:

Fiscal Year	Transfers	Loans
2021-22	$3,319,260***	$0

*** $2.9 Million transfer to Soscol Ferry Road Project (Project 22001), $400,000 transfer to Soscol Rd./Devlin Rd. Roundabout Project (Project 21060) and $19,260 transfer to Public Works budget for Public Works for Staff Time.

H. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. Subdivision (e) of Section 66001 of the statute refers to a local agency identifying an approximate date for the construction of any of the fee-funded capital improvements which are not yet completed, or otherwise refunding the unexpended portion of the fees collected. No refunds have been made pursuant to this subdivision, because the Board of Supervisors has identified, in Resolution No. 2013-126, the approximate dates for the construction of the remaining capital improvements funded by the TMF.

Subdivision (f) of Section 66001 of the statute refers to a local agency determining that unexpended fee revenues may be allocated to some other purpose, if the cost of making refunds per subsection (e) exceeds the amount to be refunded. No such allocations have been made pursuant to this subdivision, because no change has been made to the purpose for which the fee is being collected.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2218

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: Adoption of a Resolution Amending Fees at the Napa County Airport

RECOMMENDATION

Director of Public Works requests adoption of a Resolution amending the County's Policy Manual Part III, Fees, Part 30 Airport, effective January 1, 2023, amending the parking, fuel flowage, landing, tiedown rental, and miscellaneous fees at the Napa County Airport.

EXECUTIVE SUMMARY

Adoption of the resolution will amend Part III, Fees, Part 30 Airport, within the County's Policy Manual by modifying those fees as shown by strike-out in Exhibit A of the resolution. The proposed adjustment reflects an increase in parking, fuel flowage, landing, tiedown rental, and miscellaneous fees at the Napa County Airport.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Airport Enterprise Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The fee amendment will result in additional revenue at the Napa County Airport which is necessary to fund airfield and building maintenance costs, keep up with rising costs of inflation, and to invest in the restoration of airfield pavements and the old Japanese Airlines facility as the new general aviation terminal.
Is the general fund affected?	No
Future fiscal impact:	Additional revenues will be budgeted in future fiscal years according to the new fee schedule.

Consequences if not approved:	If not approved, the Napa County Airport would not be able to raise fees consistent with rising inflation costs, ultimately resulting in reduced ability to maintain airport operations.
County Strategic Plan pillar addressed:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section 15273 (a)(1) (Rates, Tolls, Fares, and Charges).

BACKGROUND AND DISCUSSION

The Airport Enterprise Fund is financially self-sufficient, receiving no financial support from the County's General Fund. Staff is requesting an amendment to Napa County's Policy Manual, Part III: Fees, Part 30 Airport, in order to ensure the continued financial viability of the Airport Enterprise Fund and maintain consistency with negotiated ground lease agreements. In addition, costs associated with utilities and the ongoing maintenance of the Airport continues to rise and periodic cost adjustments are needed to keep up with the rate of inflation. Significant fee adjustments for the Airport have not been done since September 1990 under Resolution 90-113. A summary of the requested amendment of Part III: Fees, Part 30 Airport, of the County of Napa Policy Manual, as outlined in Exhibit A of the attached resolution, is as follows:

- Sec. 30.020 Parking Fees:
    - Fees for small aircraft weighing up to 5,000 pounds remain unchanged at $10 per 24-hour period.
    - Fees for aircraft weighing 5,001 pounds and above will now be charged for any portion of a 24-hour period rather than per 24-hour period fee. Fees for small aircraft weighing between 5,001 and 12,500 will be $15.50 for any portion of a 24-hour period.
    - Fees for aircraft weighing between 12,501 and 30,000 pounds will be a straight fee of $150.00, an update from the straight fee of $15.50 plus $1.03 per additional 1,000 pounds for aircraft weighing over 12,500 pounds.
    - Aircraft weighing more than 30,000 pounds will be a straight fee of $250.00, also updated from the straight fee of $15.50 plus $1.03 per additional 1,000 pounds for aircraft weighing over 12,500 pounds.
- Sec. 30.030 Fuel Flowage Fees:
    - Fuel flowage fees are increasing from $0.08 per gallon to: $12.00 per 100 gallons (equivalent to $0.12 per gallon) for AvGas fuel, Diesel fuel, and Mogas and to $25.00 per 100 gallons (equivalent to $0.25 per gallon) of Jet A fuel.
- Sec. 30.040 Airport Landing Fees for Commercial Operations:

- Landing fees are increasing from $3.10 per each 1,000 pounds to a straight fee of $42.00 for aircraft between 12,501 to 15,000 pounds and $42.00 plus $3.50 per each additional 1,000 pounds for aircraft above 15,000.
- Landing fees for aircraft up to and including 12,500 pounds remain unchanged.

- Sec 30.050 Tiedown Rental Fees:
  - Monthly tiedown rental fees are changing to a flat fee of $75.00 for all aircraft 5,000 pounds and under. To facilitate FBO business, no other monthly tiedown rent options will be available.

- Sec. 30.100 Miscellaneous Fees:
  - (a) Access control remote openers will increase from $25.00 to $30.00 each.
  - (e) Waiting list fees will change to a subscription of $35.00 per year, replacing the one-time fee of $35.00.
  - (f) This section will become specific to vehicles. Vehicle parking will be free for the first 24-hours. A Daily Use Permit will be $10 per day per vehicle beyond the first 24-hours and a Monthly Use Permit will be $150 per month per vehicle. An Administrative Towing Fee of $275.00 per vehicle is also be added.
  - (g) New optional services for gutter cleaning and hangar light bulb replacement are being created. The service fee will be $350.00 per equipment hour plus employee costs for gutter cleaning and $48.00 per equipment hour plus employee costs for hangar light bulb replacement with replacement materials supplied by tenants.
  - (h) An additional fee, as applicable, to cover “other department” costs has been added to fees for Special Events. Fees will be estimated at time of an event.
  - (j) - (m) These SASO and Commercial Transport Fees were adopted by Resolution 2020-96 on June 23, 2020 and are being reinstated after inadvertently being removed from the fee schedule on May 17, 2022. These fees have not been charged since May 2022.
  - (n) New Rideshare Transportation Fee (non-Airport Operations Area (AOA) Access) will be $2.00 per pickup or drop-off.
  - (o) New unauthorized vehicle and aircraft parking fees will be $20.00 per day for vehicles, $50.00 per day for aircraft under 12,500 pounds and $375.00 per day for aircraft over 12,500 pounds.

The proposed fees have been developed to better fit with a competitive FBO marketplace. These fees will focus the transient activity toward the two FBO aprons. Secondly, the increased rate better messages that County’s overflow areas are truly for overflow parking. Commercial landing fees have increased, but recreational flyers in small, light single and twin-engine airplanes coming in from other cities will continue to have no fees for landing or parking for a day-trip. This further entices the General Aviation community to frequent the Napa Valley and our planned restaurant.

By comparison, other airports are charging nearly double Napa County’s proposed landing fee of $42 for commercial aircraft weighing between 12,501 and 15,000 pounds. San Carlos Airport is $100.00, Palo Alto $81.50 and Reid-Hillview (San Jose) $82.00 respectively.

Fee increases were discussed at length with the Airport Advisory Commission at their October 3, 2022 meeting. The Commission provided suggestions that were incorporated into the proposed fee schedule under consideration today. After discussion, the Commission recommended Board approval of the fee schedule as currently drafted.

This item is specifically exempt from the voting requirements of Article XIIIC of the California Constitution because it is a charge imposed for entrance to or use of the County of Napa property or the purchase, rental or lease of County property (facility rental fees, room rental fees, equipment rental fees, on and off-street parking, tolls, franchise, park entrance, museum admission, tipping fees, golf green fees, et cetera).

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS AMENDING FEES AT THE NAPA COUNTY AIRPORT

WHEREAS, the Napa County Airport ("Airport") participates in the Federal Aviation Administration's ("FAA") Airport Improvement Program which requires compliance with thirty-nine Grant Assurances; and

WHEREAS, these FAA grant assurances require in part that airport sponsors "will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection;" and

WHEREAS, Section 4 of the Board adopted General Aviation Leasing/Rents Fees Policy requires the Airport to maintain a rent and fee structure consistent with these FAA Grant Assurances; and

WHEREAS, there is a need to amend the parking, fuel flowage, landing, tie down rental, hangar rental, lease/sublease execution deposit, and miscellaneous fees; and

WHEREAS, the County has developed a schedule of Airport fees and charges for the use of the airport and its facilities, taking into account the United States Department of Transportation Federal Aviation Administration (FAA) Policies regarding Airport Rates and Charges and the California State Controller's Office Division of Accounting and Reporting Standards and Procedures for Enterprise Funds; and

WHEREAS, FAA Policy 2.1 (Federal Register Vol. 61, No. 121, RIN 2120-AF90, Docket No. 27782) permits fees and charges to be set by ordinance, statute or resolution, regulation, or agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows:

1. The Board hereby directs the Clerk of the Napa County Board of Supervisors, State of California, to integrate the changes approved above into Section III of the Board Policy Manual, "Fees for Services Provided by County Departments and Agencies" in the manner set forth in Exhibit "B," attached hereto and incorporated by reference herein,

2. The Board finds this resolution is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section 15273(a)(1) and (2).

3. The fees increased hereby shall become effective January 1, 2023.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ___th day of _____, 2022, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: */s/ Wendy M. Dau* Deputy County Counsel Date: *9/29/22*	Date: Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT LIST

The fees adopted by the Board of Supervisors by this Resolution are included in the Exhibits listed below in both tracked and clean formats. Adoption of new fees or fee increases are noted by underline. Rescinded fees are noted by strikethrough. Fees that have no underline or strikethrough formatting are not adopted by this Resolution, but are existing unaltered fees included herein for informational purposes only.

The clean version of the fee schedule is the document that will be included in the County Policy Manual.

Exhibit A	Part 30	Airport – Tracked
Exhibit B	Part 30	Airport - Clean

Revised 6/27/06 Resolution 06-138
Revised 6/26/07; Resolution 07-84
Revised: 6/24/08; Resolution 08-105
Revised: 9/15/09; Resolution 09-127
Revised: 6/23/15; Resolution 2015-91
Revised 7/12/16; Resolution 2016-97
Revised 7/18/17; Resolution 2017-120
Revised 6/10/18; Resolution 2018-92
Revised 5/21/19; Resolution 2019-70
Revised 8/27/19; Resolution 2019-98
Revised 6/23/20; Resolution 2020-96
Revised 5/17/22; Resolution 2022-72
Revised 12/6/22; Resolution 2022-_ Eff 1/1/23

PART 30

AIRPORT

EXHIBIT "A~~B~~"

Sec. 30.010. General
Sec. 30.015. Standard Hourly Rates
Sec. 30.020. ~~Overnight~~ Parking Fees
Sec. 30.030. Fuel Flowage Fees
Sec. 30.040. Airport Landing Fees
Sec. 30.050. Tiedown Rental Fees
Sec. 30.060. Hangar Rental Fees
Sec. 30.070. Reserved
Sec. 30.080. Lease Execution Deposit
Sec. 30.090. Airport Storage Room Fees
Sec. 30.100. Miscellaneous Fees

Sec. 30.010. General

The fees set forth in this Part shall be paid to the Public Works Department, Airport Division.

Sec. 30.015. Standard Hourly Rates

Any request for services that is not described in this part shall be charged at the hourly rate set forth below with a ½-hour minimum for each separate work event. Time shall be billed to the nearest half hour after the first hour and rounded to the nearest dollar. Excess fees shall be refunded.

Standard Hourly Rate for Airport Administrative Staff (includes Airport Manager, Airport Assistant Manager, Administrative Analyst, & Airport Admin Assistant):	$127.00
Standard Hourly Rate for Airport Operations Staff (includes Senior Operations Worker & Operations Worker):	$81.00

Sec. 30.020. ~~Overnight~~ Parking Fees

The following parking fees are established as overnight/ full 24-hour period.

~~The following overnight parking fees are established:~~

(a)	0 – 5,000 lbs.	$10.00

The following parking fees are established for **any** portion of a 24- hour period.

(b)	5,001 – 12,500 lbs.	$15.50
(c)	~~Above 12,500 lbs.~~ 12,5010 lbs. -30,000 lbs.	$150.00~~$15.50+~~
(d)	Above 30,000 lbs.	$250.00~~$1.03 per each additional 1,000 lbs.~~

Sec. 30.030. Fuel Flowage Fees

The following resale fees are established:

~~Fuel Flowage Fees~~	~~$0.08 per gallon*~~
Fuel Flowage Fee for Jet A Fuel	$25.00 per 100 gal.
Fuel Flowage Fee for AvGas	$12.00 per100 gal.
Fuel Flowage Fee for Diesel	$12.00 per100 gal.
Fuel Flowage Fee for Mogas	$12.00 per100 gal.

~~*All other flowage fees are established by Lease agreement~~

Sec. 30.040. Airport Landing Fees for Commercial Operations

Landing fees for aircraft operations at the Napa County Airport shall be imposed according to the following terms:

(a) A Landing fee shall be assessed upon each landing of all air taxi, all commercial aircraft operations, and any transient (non-based) aircraft weighing 12,500 lbs. or more except for charter operations of any designated Napa County fixed base operators. The Airport Manager shall maintain an up-to-date list of all approved fixed base operators.

(b) For purposes of this section, an "air taxi operation" is defined as: An aircraft operator who conducts operations for hire or compensation in accordance with 14 CFR 135 (for safety purposes) or FAR Part 135 (for economic regulations/reporting purposes) in an aircraft with 30 or fewer passenger seats and a payload capacity of 7,500 pounds or less. An air taxi operates on an on-demand

basis.

(c) For purposes of this section, a "commercial operation" is defined as: transportation of person(s), property, and/or mail for hire, compensation or profit.

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(d) The landing fee shall be assessed according to the maximum landing weight of the particular aircraft, as listed in the Federal Aviation Administration, Advisory Circular 36-3H as amended, or as published by the aircraft manufacturer and verified by the Airport Manager.

(e) The following fees pursuant to weight shall be imposed per landing:

	WEIGHT	FEE
(1)	0 to 5,000 lbs.	$16.50
(2)	5,001 lbs. to 12,500 lbs.	$31.00
(3)	~~Above 12,500 lbs.~~ 12,5010 lbs to 15,000 lbs	$42.00~~$3.10 per each 1,000 lbs~~
(4)	Above 15,000 lbs.	$42.00 + $3.50 per each 1,000 lbs.

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Sec. 30.050. Tiedown Rental Fees

The following tiedown monthly rental fees are established:

	WEIGHT	~~Tail to Tail~~	~~Taxi In~~ Fee
~~(a)~~	0 – 5,000 lbs.	~~$40.00~~	$75.00 ~~$60.00~~
~~(b)~~	~~5,001 – 12,500 lbs.~~		~~$100.00~~
~~(c)~~	~~Above 12,500 lbs.~~		~~$225.00+ $15.00 per each additional 1,000 lbs.~~

Sec. 30.060. Hangar Rental Fees.

Hangars owned by Napa County Airport shall be charged rental rates according to the following terms:

County-Owned Hangars

Hangar Numbers	Monthly Rental Fee
7-8 and 10-12	$205.00
9	$184.00
13-24	$247.00
~~25, 27, 29, 31, 33, 35~~ 25-36	$271.00
~~26, 28, 30, 32, 34, 36~~	~~$271.00~~
37-44	$315.00

45-54	$419.00
60 and 62-81	$271.00
61	$295.00
82	$365.00
83	$313.00
84	$378.00
85	$393.00
86-91	$319.00
92 and 94	$421.00
93 and 95	$362.00
96-101 and 103	$319.00
102	$433.00
104	$367.00
105	$326.00
106	$355.00
107-113	$276.00
114	$348.00
115	$322.00
116	$441.00
117	$450.00
118-125	$377.00
126	$441.00
127	$504.00

Other County-Owned Hangars (Executive)

Hangar Numbers	Monthly Rental Fee
55	$1,440.00
C1 – C4	$1,125.00
C5 – C8	$1,362.00

Shade Hangars

Hangar Numbers	Monthly Rental Fee
SO01 – SO12	$ 90.00
SN02 – SN10	$ 90.00
SN01 & SN11	$ 101.00
SP02 – SP10	$ 90.00
SQ01 – SQ12	$ 90.00
SP01 – SP11	$ 101.00

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Privately-Owned Portable Hangars

Hangar Number	Monthly Rental Fee
1	$88.00
2	$82.00
3	$81.00
4	$55.00

Sec. 30.070. [Reserved]

Sec. 30.080. Lease/Sublease Execution Deposit

In order to offset all applicable County costs associated with negotiating any lease, amendment to a lease, or other agreements with a term greater than one year, an applicant shall provide a non-interest bearing Lease/Sublease Execution Deposit. Actual costs expended by the County, including but not limited to any actual time and costs associated with the drafting, reviewing, negotiating, executing, and/or transferring of a lease or other long-term agreement, shall be charged against the deposited amount.

The amount of the initial deposit shall equal the lesser of the estimated cost of service or $5,000. If the remaining balance of the Lease/Sublease Execution Deposit falls below $500 or 10% of the initial Lease/Sublease Execution Deposit, whichever is higher, the Applicant shall be required to replenish the account as requested by the Airport Manager.

Any unused deposit amount shall be returned to the applicant. The County shall not perform services if the remaining deposit amount is not sufficient to reimburse the County for its costs, including staff time. Higher LED deposit rate can be established upon approval of the County Board of Supervisors.

Sec. 30.090. Airport Storage Room Fees

The following storage room monthly rental fees are established:

(a)	Store Room #3	208 Sq. Ft.	$ 126.00
(b)	Store Room #4	208 Sq. Ft.	$ 126.00
(c)	Store Room #5	527 Sq. Ft.	$ 320.00
(d)	Store Room #6	538 Sq. Ft.	$ 333.00
(e)	Store Room #7	140 Sq. Ft.	$ 85.00
(f)	Store Room #8	154 Sq. Ft.	$ 94.00
(g)	Store Room #9	627 Sq. Ft.	$ 379.00
(h)	Store Room #10	660 Sq. Ft.	$ 399.00

Sec. 30.100. Miscellaneous Fees

(a) Access Control remote openers ~~30.00 25.00 each~~ $30.00 each

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(b)	Conference Room rental fees	
	1. Non-Profits & governmental agencies	
	(i) First four hours	No ~~charge~~ fee
	(ii) Each additional hour	$ 10.00 per hour
	2. For Profits	
	(i) Up to four hours	$100.00
	(ii) Each additional hour	$20.00 per hour
(c)	Replacement of County hangar lock	$ 40.00 each
(d)	Replacement of County hangar key	$ 10.00 each
(e)	Waiting List Subscription ~~fee~~	$ 35.00 per year
(f)	Vehicle Parking	
	1. ~~Aviation Use~~ First 24~~-~~ Hours	No charge ~~when accessing aircraft and/or on-airport businesses.~~
	2. ~~Non-aviation Use~~ Daily Use Permit	$10.00 per day per vehicle
	3. Monthly Use Permit	$150 per month per vehicle
	4. Administrative Towing fee	$275.00 per vehicle
(g)	~~Mowing/Sweeping~~Maintenance of private leaseholds	
	1. Sweeping	$ 181.00/hour + employee costs*
	2. Mower	$ 48.00/hour + employee costs*
	3. Gutter Cleaning	$ 350.00/equipment hour + employee costs*
	4. Hangar Light Bulb Replacement (Replacement materials supplied by tenant)	$ 48.00/hour + employee costs*
	*Refer to Sec. 30.015. Standard Hourly Rates	
(h)	Special Event Fees	
	1. Administrative Fee	$ 1,000.00 per event day
	2. Employee costs during event	See Sec. 30.015.
	3. Other Departments (if necessary)	Estimated at time of event based on ~~actual costs~~ information from Other Departments.
(i)	Commercial Operator Annual Permit ~~Fee~~ ~~Application~~	$130.00 per year
(~~j~~J)	Independent Aircraft Maintenance Operator (SASO) Permit	
	1. Piston Only	$200.00 per month
	2. Piston & Turbine	$400.00 per month

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(k)	Aircraft Charter or Aircraft Management Operator (SASO) Permit	$500.00 per month
(l)	Independent Flight Training Operator (SASO) Permit	$200.00 per month
(m)	Commercial Transportation Permit 1. Air Operations Area (AOA) 2. Non-Air Operations Area (non-AOA)	$12.50 per trip $2.00 per pickup/drop-off
(n)	Rideshare Transportation Fee (no AOA Access)	$2.00 per pickup/drop-off
(o)	Unauthorized vehicle and aircraft parking	
	1. Vehicle	$20.00 per day
	2. Aircraft up to and including ~~under~~ 12,500 lbs.	$50.00 per day
	3. Aircraft over 12,500 lbs.	$375.00 per day

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PART 30

AIRPORT

EXHIBIT "B"

Sec. 30.010. General
Sec. 30.015. Standard Hourly Rates
Sec. 30.020. Parking Fees
Sec. 30.030. Fuel Flowage Fees
Sec. 30.040. Airport Landing Fees
Sec. 30.050. Tiedown Rental Fees
Sec. 30.060. Hangar Rental Fees
Sec. 30.070. Reserved
Sec. 30.080. Lease Execution Deposit
Sec. 30.090. Airport Storage Room Fees
Sec. 30.100. Miscellaneous Fees

Sec. 30.010. General

The fees set forth in this Part shall be paid to the Public Works Department, Airport Division.

Sec. 30.015. Standard Hourly Rates

Any request for services that is not described in this part shall be charged at the hourly rate set forth below with a ½-hour minimum for each separate work event. Time shall be billed to the nearest half hour after the first hour and rounded to the nearest dollar. Excess fees shall be refunded.

Standard Hourly Rate for Airport Administrative Staff (includes Airport Manager, Airport Assistant Manager, Administrative Analyst, & Airport Admin Assistant):	$127.00
Standard Hourly Rate for Airport Operations Staff (includes Senior Operations Worker & Operations Worker):	$81.00

Sec. 30.020. Parking Fees

The following parking fees are established as overnight/ full 24-hour period.

(a)	0 – 5,000 lbs.	$10.00

The following parking fees are established for **any** portion of a 24- hour period.

(b)	5,001 – 12,500 lbs.	$15.50
(c)	12,501 lbs. -30,000 lbs.	$150.00
(d)	Above 30,000 lbs.	$250.00

Sec. 30.030. Fuel Flowage Fees

The following resale fees are established:

Fuel Flowage Fee for Jet A Fuel	$25.00 per 100 gal.
Fuel Flowage Fee for AvGas	$12.00 per100 gal.
Fuel Flowage Fee for Diesel	$12.00 per100 gal.
Fuel Flowage Fee for Mogas	$12.00 per100 gal.

Sec. 30.040. Airport Landing Fees for Commercial Operations

Landing fees for aircraft operations at the Napa County Airport shall be imposed according to the following terms:

(a) A Landing fee shall be assessed upon each landing of all air taxi, all commercial aircraft operations, and any transient (non-based) aircraft weighing 12,500 lbs. or more except for charter operations of any designated Napa County fixed base operators. The Airport Manager shall maintain an up-to-date list of all approved fixed base operators.

(b) For purposes of this section, an "air taxi operation" is defined as: An aircraft operator who conducts operations for hire or compensation in accordance with 14 CFR 135 (for safety purposes) or FAR Part 135 (for economic regulations/reporting purposes) in an aircraft with 30 or fewer passenger seats and a payload capacity of 7,500 pounds or less. An air taxi operates on an on-demand basis.

(c) For purposes of this section, a "commercial operation" is defined as: transportation of person(s), property, and/or mail for hire, compensation or profit.

(d) The landing fee shall be assessed according to the maximum landing weight of the particular aircraft, as listed in the Federal Aviation Administration, Advisory Circular 36-3H as amended, or as published by the aircraft manufacturer and verified by the Airport Manager.

(e) The following fees pursuant to weight shall be imposed per landing:

	WEIGHT	**FEE**
(1)	0 to 5,000 lbs.	$16.50
(2)	5,001 lbs. to 12,500 lbs.	$31.00
(3)	12,501 lbs to 15,000 lbs	$42.00
(4)	Above 15,000 lbs.	$42.00 + $3.50 per each 1,000 lbs.

Sec. 30.050. Tiedown Rental Fees

The following tiedown monthly rental fees are established:

WEIGHT	**Fee**
0 – 5,000 lbs.	$75.00

Sec. 30.060. Hangar Rental Fees.

Hangars owned by Napa County Airport shall be charged rental rates according to the following terms:

County-Owned Hangars

Hangar Numbers	Monthly Rental Fee
7-8 and 10-12	$205.00
9	$184.00
13-24	$247.00
25-36	$271.00
37-44	$315.00
45-54	$419.00
60 and 62-81	$271.00

61	$295.00
82	$365.00
83	$313.00
84	$378.00
85	$393.00
86-91	$319.00
92 and 94	$421.00
93 and 95	$362.00
96-101 and 103	$319.00
102	$433.00
104	$367.00
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106	$355.00
107-113	$276.00
114	$348.00
115	$322.00
116	$441.00
117	$450.00
118-125	$377.00
126	$441.00
127	$504.00

Other County-Owned Hangars (Executive)

Hangar Numbers	Monthly Rental Fee
55	$1,440.00
C1 – C4	$1,125.00
C5 – C8	$1,362.00

Shade Hangars

Hangar Numbers	Monthly Rental Fee
SO01 – SO12	$ 90.00
SN02 – SN10	$ 90.00
SN01 & SN11	$ 101.00
SP02 – SP10	$ 90.00
SQ01 – SQ12	$ 90.00
SP01 – SP11	$ 101.00

Privately-Owned Portable Hangars

Hangar Number	Monthly Rental Fee
1	$88.00
2	$82.00

3	$81.00
4	$55.00

Sec. 30.070. [Reserved]

Sec. 30.080. Lease/Sublease Execution Deposit

In order to offset all applicable County costs associated with negotiating any lease, amendment to a lease, or other agreements with a term greater than one year, an applicant shall provide a non-interest bearing Lease/Sublease Execution Deposit. Actual costs expended by the County, including but not limited to any actual time and costs associated with the drafting, reviewing, negotiating, executing, and/or transferring of a lease or other long-term agreement, shall be charged against the deposited amount.

The amount of the initial deposit shall equal the lesser of the estimated cost of service or $5,000. If the remaining balance of the Lease/Sublease Execution Deposit falls below $500 or 10% of the initial Lease/Sublease Execution Deposit, whichever is higher, the Applicant shall be required to replenish the account as requested by the Airport Manager.

Any unused deposit amount shall be returned to the applicant. The County shall not perform services if the remaining deposit amount is not sufficient to reimburse the County for its costs, including staff time. Higher LED deposit rate can be established upon approval of the County Board of Supervisors.

Sec. 30.090. Airport Storage Room Fees

The following storage room monthly rental fees are established:

(a)	Storeroom #3	208 Sq. Ft.	$ 126.00
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(c)	Storeroom #5	527 Sq. Ft.	$ 320.00
(d)	Storeroom #6	538 Sq. Ft.	$ 333.00
(e)	Storeroom #7	140 Sq. Ft.	$ 85.00
(f)	Storeroom #8	154 Sq. Ft.	$ 94.00
(g)	Storeroom #9	627 Sq. Ft.	$ 379.00
(h)	Storeroom #10	660 Sq. Ft.	$ 399.00

Sec. 30.100. Miscellaneous Fees

(a)	Access Control remote openers	$30.00 each
(b)	Conference Room rental fees	
	1. Non-Profits & governmental agencies	
	(i) First four hours	No Fee
	(ii) Each additional hour	$ 10.00 per hour
	2. For Profits	
	(i) Up to four hours	$ 100.00
	(ii) Each additional hour	$20.00 per hour

(c)	Replacement of County hangar lock	$ 40.00 each
(d)	Replacement of County hangar key	$ 10.00 each
(e)	Waiting List Subscription	$ 35.00 per year
(f)	Vehicle Parking	
	1. First 24 Hours	No charge
	2. Daily Use Permit	$10.00 per day per vehicle
	3. Monthly Use Permit	$150 per month per vehicle
	4. Administrative Towing fee	$275.00 per vehicle

(g)	Maintenance of private leaseholds	
	1. Sweeping	$ 181.00/hour + employee costs*
	2. Mower	$ 48.00/hour + employee costs*
	3. Gutter Cleaning	$ 350.00/equipment hour + employee costs*
	4. Hangar Light Bulb Replacement (Replacement materials supplied by tenant)	$ 48.00/hour + employee costs*

*Refer to Sec. 30.015. Standard Hourly Rates

(h)	Special Event Fees	
	1. Administrative Fee	$ 1,000.00 per event day
	2. Employee costs during event	See Sec. 30.015.
	3. Other Departments (if necessary)	Estimated at time of event based on information from Other Departments.
(i)	Commercial Operator Annual Permit	$130.00 per year
(j)	Independent Aircraft Maintenance Operator (SASO) Permit	
	1. Piston Only	$200.00 per month
	2. Piston & Turbine	$400.00 per month
(k)	Aircraft Charter or Aircraft Management Operator (SASO) Permit	$500.00 per month
(l)	Independent Flight Training Operator (SASO) Permit	$200.00 per month

(m)	Commercial Transportation Permit 1. Air Operations Area (AOA) 2. Non-Air Operations Area (non-AOA)	$12.50 per trip $2.00 per pickup/drop-off
(n)	Rideshare Transportation Fee (No AOA Access)	$2.00 per pickup/drop-off
(o)	Unauthorized vehicle and aircraft parking	
	1. Vehicle	$20.00 per day
	2. Aircraft up to and including 12,500 lbs.	$50.00 per day
	3. Aircraft over 12,500 lbs.	$375.00 per day

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-1788

TO: Board of Supervisors

FROM: Wendi Agans for Oscar Ortiz, Sheriff-Coroner

REPORT BY: Rollie Soria, Staff Services Analyst II

SUBJECT: Capital Asset and Budget Transfer for Storage Sheds

RECOMMENDATION

Sheriff requests the following actions regarding purchase of two storage units:

1. A waiver of competitive bidding requirements and sole source award to The Home Depot of Louisville, Kentucky, for purchase of two storage units in the amount of $24,154; pursuant to County Ordinance § 2.36.090; and

2. Establishment of capital assets in the total amount of $24,514 for two Tuff Shed storage units; and

3. Approval of a Budget Transfer in Sheriff's Operations Budget (1000-1360000) increasing appropriations by $24,154 in Equipment (55400) offset by a commensurate decrease in Office Furniture/Fixtures (53105). (4/5 vote required)

EXECUTIVE SUMMARY

Approval of today's requested actions will allow the Sheriff's Office to purchase two exterior storage units for quick access to emergency preparedness supplies and equipment. The Home Depot is an official distributor of Tuff Shed products and offers a lower price than purchasing directly from Tuff Shed.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operations Budget (Org 1360000, Obj 53105)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Sheriff's Office needs exterior storage space for quick access to emergency preparedness supplies and equipment.

Is the general fund affected?	Yes
Future fiscal impact:	Future costs will be budgeted accordingly.
Consequences if not approved:	If not approved, Sheriff's Office would still need to find a quick access storage solution for emergency preparedness supplies and equipment.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Over the years, Sheriff's Office has seen an increased role as first responders during natural disasters, such as earthquakes and wildfires. This role requires quick access to emergency preparedness equipment and supplies (chainsaws, safety gear, emergency lighting, portable generators, flares, etc.). Since moving to its current location in 2005, Sheriff's Office has grown and now has limited space for additional storage.

Therefore, Sheriff requests establishment of capital assets for two Tuff Shed storage units, one 12' x 16' unit for $12,031 and one 14' x 16' unit for $12,123, and a budget transfer in the amount of $24,154 in Sheriff's Operations Budget (1000-1360000), moving budgeted funds from Office Furniture/Fixtures (53105) to Equipment (55400). In addition, Sheriff requests a waiver of competitive bidding and sole source award to The Home Depot of Louisville, KY for purchase of two Tuff Shed storage units. The Home Depot, an official distributor and installer of Tuff Shed products, is able to purchase Tuff Shed products in bulk from the manufacturer which allows them to offer the most competitive pricing.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2209

TO: Board of Supervisors

FROM: Wendi Agans for Oscar Ortiz, Sheriff-Coroner

REPORT BY: Rollie Soria, Staff Services Analyst II

SUBJECT: Personal Watercraft: Boating Safety & Enforcement Equipment Grant FY 22/23

RECOMMENDATION

Sheriff requests the following actions regarding the California Department of Parks and Recreation, Division of Boating and Waterways, Boating Safety and Enforcement Equipment Grant - Fiscal Year 2022-23:

1. Acceptance of grant agreement C22L0609 in the amount of $27,000 for purchase of one personal watercraft; and

2. Authorization for the Sheriff to execute all documents, including but not limited to applications, agreements, activity reports, payment requests, claim forms and other documents that may be required, subject to County Counsel approval; and

3. Revision of the Schedule of Approved Capital Assets in the Approved Budget for Fiscal Year 2022-2023 in the amount of $27,000 for purchase of one personal watercraft; and

4. Approval of a Budget Transfer in the Sheriff's Operations Budget (1000-1360000) increasing appropriations by $27,000 in Equipment expense (55400) offset by a commensurate increase in Federal-Other Funding revenue (43890). (4/5 vote required)

EXECUTIVE SUMMARY

Approval of today's requested actions will allow the Sheriff to accept and sign grant agreement CC22L0609 administered by the California Department of Parks and Recreation, Division of Boating and Waterways in the amount of $27,000. This funding will be used to purchase a replacement personal watercraft for the Sheriff's Marine Patrol Division.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	No
Where is it budgeted?	Appropriations will be budgeted in Sheriff's Operations Budget (1000-1360000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate for the Sheriff's Office to accept grant funding to replace a 2007 personal watercraft, currently in the Marine Patrol Division's fleet. However, if grant funds are not accepted, Sheriff's Office General Fund budget would need to plan accordingly for future replacement of the aging equipment.
Is the general fund affected?	No
Future fiscal impact:	Future equipment maintenance costs will be budgeted accordingly.
Consequences if not approved:	If not approved, Sheriff's Office General Fund budget would need to plan for future replacement of the aging equipment.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See guidelines for the Implementation of the California Environmental Quality Act, 14 CCR 15062 (b)(3)].

BACKGROUND AND DISCUSSION

The Sheriff's Office received a grant award in the amount of $27,000 from the California Department of Parks and Recreation, Division of Boating and Waterways, Boating Safety and Enforcement Equipment Grant - FY 2022/23. These funds will be used to purchase a replacement personal watercraft (PWC) so that an aging 2007 PWC can be retired from the Sheriff's Marine Patrol Division's fleet. The new PWC will be registered to and operated and maintained by the Sheriff's Office. Future maintenance will be funded by a separate grant, the Boating Safety and Enforcement Financial Aid Program. Purchase of a new PWC will bolster the Sheriff's Marine Patrol Division's fleet, allowing for safer operations and lower overall maintenance costs.

Approval of today's requested actions will allow the Sheriff to accept and sign the grant agreement CC22L0609 in the amount of $27,000, recognize the replacement PWC a capital asset and appropriate funding in expense and revenue accounts.

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-266

TO: Board of Supervisors

FROM: Robert Minahen, Treasurer-Tax Collector

REPORT BY: Robert Minahen, Treasurer-Tax Collector

SUBJECT: Approval of Policy Regarding Submission of Claims for Excess Proceeds

RECOMMENDATION

Treasurer-Tax Collector requests adoption of a Resolution adopting the "County of Napa Policy Regarding the Submission of Claims for Excess Proceeds" and delegating authority to distribute excess proceeds to the Treasurer-Tax Collector.

EXECUTIVE SUMMARY

The Napa County Treasurer-Tax Collector (TTC) must occasionally sell tax-defaulted property in order to satisfy outstanding taxes and assessments. When a property is sold by the TTC at tax sale there may be excess proceeds from the sales, which are proceeds in excess of taxes, assessments and costs pursuant to California Revenue and Taxation Code (R&T Code) Sections 4672, 4672.1, 4672.2, 4672.3, and 4673 are deducted.

This item would delegate the Board of Supervisors' responsibilities and authority to review and distribute excess proceeds, as set forth in California R&T Code Section 4675, to the TTC pursuant to California R&T Code Section 4675.1.

The TTC, in coordination with County Counsel, has developed the "County of Napa Policy Regarding the Submission of Claims for Excess Proceeds", the purpose of which is to clearly define the process and requirements for claims for excess proceeds filed by parties of interest as defined by California R&T Code section 4675. Where a claim for excess proceeds is not covered by the policy, the resolution authorizes the TTC to determine the information and proof necessary to determine a claimant's right to any portion of the excess proceeds, as allowed by California R&T Code section 4675.1.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board of Supervisors will maintain the responsibility to determine the distribution of excess proceeds to parties of interest and the County will continue to have no formal policy regarding the distribution of such funds.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The Board of Supervisors will maintain the responsibility to determine the distribution of excess proceeds to parties of interest and the County will continue to have no formal policy regarding the distribution of such funds.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: N/A

BACKGROUND AND DISCUSSION

The Napa County Treasurer-Tax Collector (TTC) must occasionally sell tax-defaulted property in order to satisfy outstanding taxes and assessments. When a property is sold by the TTC at tax sale there may be excess proceeds from the sales, which are proceeds in excess of taxes, assessments and costs pursuant to California Revenue and Taxation Code (R&T Code) Sections 4672, 4672.1, 4672.2, 4672.3, and 4673.

California R&T Code Section 4675 states claims for excess proceeds shall contain any information and proof as required by the Board of Supervisors to establish the claimant's rights. The section further requires the Board of Supervisors to distribute all excess proceeds to parties of interest based on an order of standing. Further, California R&T Code Section 4675.1 allows the Board of Supervisors to authorize, by resolution, any county officers to perform on its behalf any act required or authorized to be performed by the Board of Supervisors under Section 4675.

The TTC, in coordination with County Counsel, has developed the "County of Napa Policy Regarding the Submission of Claims for Excess Proceeds", the purpose of which is to clearly define the process and requirements for claims for excess proceeds filed by parties of interest as defined by California R&T Code Section 4675. Where a claim for excess proceeds is not covered by the policy, the resolution authorizes the TTC to determine the information and proof necessary to determine a claimant's right to any portion of the excess proceeds, as allowed by California R&T Code Section 4675.1.

Adoption of the resolution will delegate the Board of Supervisors' authority to distribute excess proceeds to the TTC and create a formal policy by which all claims shall be processed and reviewed.

Napa County Policy Regarding the Submission of Claims for Excess Proceeds

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1. PURPOSE

A. The purpose of this policy is to clearly define the process and requirements for claims for excess proceeds filed by parties of interest, as defined by California Revenue and Taxation Code section 4675, regarding a property that has been sold by the Napa County Treasurer-Tax Collector (TTC) at a sale of tax-defaulted property.

B. California Revenue and Taxation Code section 4675(d) provides that any claim for excess proceeds shall contain any information and proof deemed necessary by the Board of Supervisors to establish a claimant's rights to all or any portion of excess proceeds. Through this policy the Board of Supervisors establishes the necessary information and proof necessary to satisfactorily establish a claimant's right to all or any portion of excess proceeds.

C. Pursuant to California Revenue and Taxation Code section 4675.1, the Napa County TTC is authorized to establish a claimant's right to all or any portion of excess proceeds for those cases not covered by this policy.

2. NOTIFICATION

A. When excess proceeds from the sale of tax-defaulted property exceed one hundred fifty dollars ($150) the Napa County TTC shall provide notice of the right to claim the excess proceeds no later than ninety (90) days after the sale of the property.

B. Notice shall be mailed to the last known mailing address of the parties of interest (as defined by California Revenue and Taxation Code section 4675). The Napa County TTC shall make a reasonable effort to obtain the name and last known mailing address of parties of interest by conducting an examination of the assessment of the property beginning with the year of delinquency to and including that of the last equalized roll. The Napa County TTC shall also mail a Napa County TTC Excess Proceeds Claim Form and Instructions (as further detailed in Section 3.1) with the notice. The claim form and instructions shall be available for download on the Napa County TTC website.

C. If, after a reasonable effort has been made, the last known address of a party of interest cannot be found, the Napa County TTC shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county. Publication shall be made in the manner required by California Revenue and Taxation Code section 4676(c). Notwithstanding the foregoing, Publication is not required if the cost to publish is equal to or greater than the amount of the excess proceeds.

3. CLAIM REQUIREMENTS

California Revenue and Taxation Code section 4675 requires claims for excess proceeds must be postmarked on or before one (1) year from the date of recording of the deed to the purchaser (deadline) and requires any claim for excess proceeds to contain all information and proof deemed necessary by the Board of Supervisors to establish a claimant's rights to all or any portion of excess proceeds. To this end the Napa County Board of Supervisors has determined that the following information and proof is required on the claim form and as supporting documentation in order to establish a claimant's rights to all or any portion of excess proceeds.

3.1 REQUIRED FORM

A. Napa County TTC Excess Proceeds Claim Form. A claimant must use the Excess Proceeds Claim Form developed by the Napa County TTC office. The Excess Proceeds Claim Form is mailed to parties of interest, along with notice and instructions, and is also available for download on the Napa County TTC website.
B. The Excess Proceeds Claim Form will also be provided upon request via standard USPS mail, email, or fax.
C. Failure to provide any information and documentation required by the Excess Proceeds Claim Form will result in denial of the claim.
D. The Excess Proceeds Claim Form must contain the following information:
    1. Assessor Parcel number;
    2. Last Assessee/Owner of Record;
    3. Property Address;
    4. Date of tax sale;
    5. Date tax deed recorded;
    6. Final date to submit claim;
    7. Amount or percentage of claim from available excess proceeds;
    8. Filing status (e.g., Lienholder of Record; Owner of Record; Qualified Heir of Owner of Record; Assignee of a Party of Interest);
    9. Name, address, and telephone number; and
    10. Photo Identification.
        a. Driver's license, State identity card, Military identification card, passport, etc.
        b. Legal entities must also include photo identification of authorized signer.
        c. If claimant's name is different from the lienholder or person with title of record, provide documentation that verifies the name change, such as marriage license or court order.
    11. The claim form must be verified under penalty of perjury and notarized. Affirmation/notarization must be in accordance with California Government Code section 8202.

3.2 SUPPORTING DOCUMENTATION

The following documentation is required to prove a claim for excess proceeds. All documentation must be submitted with the valid claim form.

Additionally, Napa County does not accept lost document affidavits in lieu of the original documents. Copies of any promissory note(s) and/or modifications of the promissory note(s) are unacceptable as such instruments are negotiable certificates that may be sold, assigned, transferred, or pledged by indorsement to the original instrument itself without a separate assignment of the security. The only alternative to providing an original promissory note is a court order pursuant to California Civil Code section 3415 which establishes the existence and terms of a lost note.

Where original documents are submitted, they will be returned to the claimant(s) upon request.

A. **MORTGAGE LENDERS AND DEED OF TRUST BENEFICIARIES**

Mortgage lenders and deed of trust beneficiaries must submit all of the following:

1. The original promissory note and all modifications (if any) (or court order pursuant to California Civil Code section 3415);
2. The original or recorded copy of the Deed of Trust/Mortgage;
3. The original or recorded copy of assignments (if any); and
4. A statement setting forth all of the following:
    a. The original amount of the obligation;
    b. Any advances or modifications to the original obligation;
    c. The total amount of payments received and date(s) received;
    d. The amount still due and payable as of the date of the sale of the tax defaulted property; and
    e. If the note was in default according to its terms at the time of sale (other than for defaulted taxes) documentation evidencing all collection efforts must be submitted.

B. **JUDGMENT CREDITORS**

Judgment creditors must submit all of the following:

1. Proof that the judgment debtor is the person(s) who possessed record ownership of the property sold at the tax sale;
2. A recorded copy of the judgment(s);
3. Statement or Orders setting forth any modifications(s) to the Judgment;
4. Total amount of payments received and date(s) received; and
5. Amount still due and payable as of the date of the sale of the tax defaulted property.

C. **PERSON(S) WITH TITLE OF RECORD**

1. Person(s) with title of record must submit original recorded documents (e.g., deed, death certificate, court order) to support their claim. Copies of these documents may be accepted only if accompanied by additional documentation sufficient to support their claim (e.g., utility bills for the property in the claimant(s)'s name such as power, television, internet subscriptions, and tax bills). If copies are submitted, rather than original recorded documents, the supporting documentation must prove that the claimant was the person with title of record at the time of sale.

2. Person(s) with title of record must additionally submit the following, if applicable:

a. If title to the property was in a recorded trust, submit the original trust document indicating that the claimant(s) is/are the trustee(s) or successor trustee(s) of the trust authorized to file all claims on behalf of the trust.
b. Should the claimant be unable to produce a recorded grant deed, proof of title of record may be established through other recorded instruments, Assessor's records, or other information, in the sole discretion of the Napa County TTC.

D. **QUALIFIED HEIRS OF PERSON(S) WITH TITLE OF RECORD**

1. A qualified heir must submit all documentation required to prove their legal standing as an heir to the person(s) with title of record.
2. A qualified heir must additionally submit the following, if applicable:
    a. A notarized probate affidavit, verified under penalty of perjury and executed by all claimant(s), pursuant to California Probate Code sections 13100-13116. A form is available for download on the County TTC website;
    b. Last Will and Testament(s), if applicable; and
    c. Any other information that establishes a qualified heir's claim, in the sole discretion of the Napa County TTC.

E. **CLAIMS FILED ON BEHALF OF ANY BUSINESS**

1. All claim forms must be signed by an individual with corporate authority for the business, such as an officer, general partner, or sole proprietor. In the case of a corporation, the parent corporation is merely a shareholder of its subsidiary corporation; it does not own the corporate property of its subsidiary. Therefore, a parent corporation, regardless of the percentage of shares owned, is not a party of interest of its subsidiary's recorded lien or title of record.
2. All business entities must provide proof of their Federal Employer Identification Number (FEIN) assigned to the business. Suggested documents include:
    a. "Letter of Confirmation" from the IRS showing assignment of the FEIN;
    b. Copy of received tax statement, such as:
        i. IRS Form 1098, statement of interest paid; or
        ii. IRS Form 1099-INT or 1099-DIV, statement of interest or dividends earned;
    c. IRS assignment of FEIN internet confirmation page; and/or
    d. Tax returns, IRS Form SS-4 application, or W-9 will not be accepted to verify FEIN.
3. In addition to the foregoing, the following documentation is also required, as applicable:

a. CORPORATION

Provide proof that claimant is an officer of the corporation. Suggested documents include the following, but any documentation must demonstrate entitlement and authority to claim on behalf of a business:

i. Corporate Resolution and/or the Articles of Incorporation;
ii. The most recent Statement of Information (or equivalent from state in which the business operates) filed with the Secretary of State. If the business e-filed the Statement of Information, provide a copy of the Statement of Information and a copy of the payment receipt provided by the Secretary of State;
iii. Certificate of Dissolution; and/or
iv. Other documents may be accepted if they prove claimant is a corporate officer.

b. LIMITED LIABILITY COMPANY

Provide proof claimant is a manager or officer of the Limited Liability Company. Suggested documents include the following, but any documentation must demonstrate entitlement and authority to claim on behalf of a business:

i. Company Resolution;
ii. Operating Agreement;
iii. Articles of Organization;
iv. The most recent Statement of Information filed with the Secretary of State. If the business e-filed the Statement of Information, provide a copy of the Statement of Information and a copy of the payment receipt provided by the Secretary of State;
v. Certificate of Dissolution; and/or
vi. Other documents may be accepted if they prove claimant is a manager or officer.

c. LIMITED PARTNERSHIP

Provide proof claimant is a general partner of the Limited Partnership. Suggested documents include the following, but any documentation must demonstrate entitlement and authority to claim on behalf of a business:

i. Certificate of Limited Partnership filed with the Secretary of State. If the business e-filed, provide a copy of the document and a copy of the payment receipt provided by the Secretary of State;
ii. Partnership Agreement;
iii. Certificate of Dissolution; and/or
iv. Other documents may be accepted if they prove that the claimant is a general partner.

d. GENERAL PARTNERSHIP

Provide proof claimant is a general partner of the General Partnership. Suggested documents include the following, but any documentation must demonstrate entitlement and authority to claim on behalf of a business:

i. Statement of Partnership Authority;
ii. Partnership Agreement;
iii. Certificate of Dissolution; and/or
iv. Other documents may be accepted if they prove claimant is a general partner.

e. SOLE PROPRIETORSHIP

Provide the following documentation:

i. Most recent or final federal tax return, including Schedule C;
ii. Most current business license or facility permit, if required for the jurisdiction where the sole proprietorship is located; and
iii. Fictitious Business Name filing (filed with county), if applicable.

f. MERGER BUSINESS

If claiming for a business that has merged with or sold to another business, provide a copy of the merger or purchase agreement, in addition to the documentation required in this section.

g. SUSPENDED BUSINESS

In addition to the documentation required above, if claiming for a business that was previously suspended by either the Secretary of State or the Franchise Tax Board (FTB), provide proof that the business is no longer suspended, which may include:

i. If the business was suspended by the Secretary of State, provide a Certificate of Good Standing. This can be obtained by contacting the Secretary of State Information Services Office at (916) 657-5448, or by following the instructions located on the Secretary of State's website that links to their "Information Requests" page.
ii. If the business was suspended by the FTB, provide a copy of an Entity Status Letter. This letter can be obtained by contacting the FTB at: Franchise Tax Board, PO Box 942857, Sacramento, CA 94244-2250, or by visiting the Franchise Tax Board's website.

h. ASSIGNEES OF A PARTY OF INTEREST

i. All proof required of any qualified claimant as defined in Section 3.2(a), (b), (c), (d), or (e) of this policy, as it applies to the particular legal standing of the assigning party;
ii. The notarized affidavit, contained in the Claim Form, containing the following information:
    a. Proof that the amount and source of excess proceeds was disclosed to the party of interest; and

b. That the party of interest was advised of their right to file a claim for excess proceeds on their own behalf directly with the County at no cost; and

iii. Contact information for the party of interest, including name, address, and phone number.

4. <u>SUBMISSION OF CLAIM</u>

A. An individual claimant must file their own claim, unless they have chosen to assign their rights to another party.

B. Multiple claimants may submit their individual claims, together in one envelope, only if they are sharing back-up materials. However, a separate claim processing fee will be charged for each individual claim submitted.

C. Multiple claimants (e.g., siblings, heirs, spouses) may file one joint claim with shared back-up materials only if they possess equal ownership rights within the same supporting documents (e.g., 50% each, 25% each, spouses as joint tenants, etc.). In this case there will be one claim processing fee charged, which will also cover one disbursement warrant. Each additional disbursement warrant beyond the first will be charged an additional fee of thirty dollars ($30).

D. Mail completed claims and all attachments to:

Robert G. Minahen
Napa County Treasurer-Tax Collector
1195 Third Street, Suite 108
Napa, CA 94559

E. Claims will be accepted from agents, attorneys in fact, and persons with valid powers of attorney. Disbursements will be sent to the address of the attorney, agent, or attorney in fact, but shall only be made payable to the principal.

F. Claimants will receive a letter from the Napa County TTC indicating a claim was received, as long as their claim was filed correctly on the required Napa County TTC Claim Form, and received within the deadline to file said claims.

G. Under no circumstances shall any claimant be given additional time to file a valid Napa County TTC Claim Form, beyond the one year filing deadline. It is the claimant's responsibility to submit a complete form, including all necessary supporting documentation. Please read and follow all instructions before submitting a claim. The Napa County TTC's office is not responsible for informing the claimant of missing attachments or incomplete claims.

H. Submission under Assignment. A party of interest in the property at the time of the sale may assign their right to claim the excess proceeds only by completing the "Assignment of Rights" section of the Napa County TTC Excess Proceeds Claim Form. This section of the form serves as a dated, written instrument that explicitly states that the right to claim the excess proceeds is being assigned, and that each party to the proposed assignment has disclosed to the other party all facts of which they are aware relating to the value of the right that is being assigned. Any attempted assignment that does not comply with these requirements shall have no effect and will be disallowed.

5. CLAIM REVIEW AND DISPOSITION

A. Pursuant to California Revenue and Taxation Code section 4675, claims will be processed after one (1) year deadline has passed. In order to receive consideration by the Napa County Board of Supervisors, completed claims must be postmarked before the expiration of one (1) year following the date of the recording of the deed to the purchaser.

B. The Napa County TTC will not guarantee any preliminary review of claims received throughout the one (1) year period; however, as time permits, TTC staff will make every attempt to review those claims that are filed early in an effort to better serve the public. Therefore, as of the effective date of this policy, completed claims filed with the office of the Napa County TTC within the first eleven (11) months following the recording of the deed to the purchaser, may undergo a preliminary review by staff. That preliminary review may enable staff to inform the claimant(s) of any necessary documentation that might not have been submitted before the claim is forwarded to the legal department for final review and processing. At that time, staff will make one (1) written attempt to notify the claimant(s), at the claimant's address shown on the Napa County TTC Excess Proceeds Claim Form, of their preliminary findings in a Preliminary Claim Review letter with information regarding what appears to be missing. The claimant(s) will have an opportunity to submit any additional documentation necessary to complete their original claim before the one-year deadline date for filing said claim. No time extensions will be permitted.

C. Claims received during the final thirty (30) days of the one (1) year filing period will not undergo a preliminary review by staff. These claims will be reviewed and processed by the County Counsel's Office following the one (1) year deadline.

D. The Napa County TTC will not accept unsolicited supporting documentation after the deadline to submit claims. The only supporting documentation that will be accepted separate from the original claim packet will be documentation that has been specifically requested by TTC staff in a Preliminary Claim Review process. That specific documentation must be accompanied by a copy of the Preliminary Claim Review letter from the Napa County TTC office and must be received at the TTC's office or postmarked on or before the one (1) year deadline.

E. If competing claims are submitted that the TTC does not believe can be resolved with the requisite certainty on the basis of the documentation submitted, the TTC may elect to interplead the excess proceeds in controversy for a judicial determination. The TTC will seek to recover its attorney's fees and costs, as authorized by California Code of Civil Procedure section 386.6(a).

F. Once the TTC makes a final decision as to a claim, a letter of final determination will be sent to the claimant. Pursuant to California Revenue and Taxation Code section 4675(g), the deadline to commence any action or proceeding to review the decision of the TTC shall be 90 days after the date notice of the TTC's final decision is mailed to the claimant.

G. Excess proceeds will be distributed no sooner than 90 days of the final decision and expiration of any review period or applicable final court order.

RESOLUTION NO. 2022-XX

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS ADOPTING THE "NAPA COUNTY POLICY REGARDING THE SUBMISSION OF CLAIMS FOR EXCESS PROCEEDS," AND DELEGATING THE TREASURER-TAX COLLECTOR AUTHORITY PURSUANT TO REVENUE AND TAXATION CODE SECTION 4675.1

WHEREAS, the Napa County Treasurer-Tax Collector must occasionally sell tax-defaulted property in order to satisfy outstanding taxes and assessments; and

WHEREAS, when a tax defaulted property is sold by the Tax Collector, there may be "excess proceeds" from the sale, which are remaining proceeds after taxes, assessments, and costs are deducted pursuant to California Revenue and Taxation Code (R&T Code) sections 4672, 4672.1, 4672.2, 4672.3, and 4673; and

WHEREAS, R&T Code section 4671, *et seq.*, governs the distribution of proceeds from the sale of tax-deeded property; and

WHEREAS, R&T Code section 4675(d) provides the Board of Supervisors shall establish the information and proof necessary to determine a claimant's rights to all or any portion of excess proceeds; and

WHEREAS, R&T Code section 4675.1 provides that the Board of Supervisors may delegate any act required or authorized to be performed by the Board of Supervisors under R&T Code section 4675, including establishment of the information and proof necessary to determine a claimant's right to all or any portion of the excess proceeds, to any county officer, and that the resolution so authorizing a county officer shall specify the administrative rules and procedures concerning any act performed under the authorizations; and

WHEREAS, R&T Code section 4675.1 requires that the Auditor-Controller keep a record of the acts performed by the Treasurer-Tax Collector under the authorization; and

WHEREAS, the Treasurer-Tax Collector is requesting the Board of Supervisors adopt this resolution to authorize the Treasurer-Tax Collector to perform on its behalf any and all acts required or authorized to be performed by the Board of Supervisors under R&T Code section 4675 and to specify the administrative rules and procedures concerning the establishment of the information and proof necessary to determine a claimant's right to all or any portion of the excess proceeds; and

WHEREAS, the Treasurer-Tax Collector, along with County Counsel, has developed the "Napa County Policy Regarding the Submission of Claims for Excess Proceeds," attached hereto as Exhibit 1, in order to clearly define the process and requirements for claims for excess proceeds filed by parties of interest, as defined by R&T Code section 4675, regarding property that has been sold by the Treasurer-Tax Collector at a sale of tax-defaulted property; and

WHEREAS, the Treasurer-Tax Collector has the necessary expertise to determine what information and proof is necessary to determine a claimant's rights to all or any portion of the excess proceeds;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Napa County Board of Supervisors hereby authorizes the Napa County Treasurer-Tax Collector to perform on its behalf any and all acts required or authorized to be performed by the Board of Supervisors under R&T Code section 4675.

2. The Napa County Board of Supervisors adopts the "Napa County Policy Regarding the Submission of Claims for Excess Proceeds" to serve as the administrative rules and procedures under which the Treasurer-Tax Collector shall perform the acts authorized by this Resolution.

3. The Napa County Board of Supervisors authorizes the Napa County Treasurer-Tax Collector to establish the information and proof necessary to determine a claimant's rights to all or any portion of the excess proceeds for any case prior to the policy becoming effective and for any case that is not governed by the "Napa County Policy Regarding the Submission of Claims for Excess Proceeds" effective immediately.

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4. The Napa County Auditor-Controller is required by law to keep a proper record of each act performed under the authorization provided to the Treasurer-Tax Collector pursuant to R&T Code section 4675.1.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ____ day of _____, 2022, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS NONE

ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *John L. Myers* (e-sign) Deputy County Counsel Date: January 26, 2022	Date: Processed By: Deputy Clerk of the Board	By:

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2022

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Mental Health Board Annual Report for Fiscal Year 2021-2022

RECOMMENDATION

SET MATTER 9:15 AM

Receive the Napa County Mental Health Board annual report covering Fiscal Year July 1, 2021, through June 30, 2022.

EXECUTIVE SUMMARY

Approval of today's action will enable the Napa County Board of Supervisors to receive the Napa County Mental Health Board (MHB) Annual Report for Fiscal Year (FY) 2021-2022 that will be presented by Kristine Haataja, MHB Vice-Chair. The Annual Report includes an Executive Summary, which outlines key concerns and recommendations; Accomplishments of the Napa County Mental Health Division; and Status of the Mental Health Board and Goals & Accomplishments.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The MHB is comprised of fifteen members from a diverse background. The MHB includes Supervisor Gregory, family members of people experiencing mental illness, concerned citizens and consumers. The MHB members participate in fifteen committees and workgroups in the County that are focused on critical key areas of mental

health services, including, among others, the Promoting Integrated Care Workgroup, Cultural Competency Committee and Veterans Commission. The purpose of the MHB is to support HHSA in the provision of high-quality mental health services and programs across Napa County.

In FY 2021-2022 the MHB focus was on meeting goals and objectives developed by the MHB Executive Committee. The two objectives were supported by nine goals. In total, all goals were either fully or partially met ensuring the MHB met targets for accomplishment. The support of the MHB is a key partnership in the continuous improvement of the HHSA-Mental Health services. The MH leadership team provides monthly updates on operations, program planning, contract negotiations and stakeholder engagement to enhance collaboration, communication across the community and feedback for services. HHSA is grateful for the valuable service of the MHB, which shines in the FY 2021-2022 Annual Report.

A Tradition of Stewardship
A Commitment to Service

Napa County Mental Health Board

2021-22 Annual Report

September 2022

Rob Palmer
2021 - 2022 Chair

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Executive Summary

Napa County's Mental Health Board (MHB) has dedicated, engaged, and diverse members who understand that mental illness is a medical condition affecting a substantial number of our citizens, and supports the provision of effective mental health services, programs, and facilities in our county. Advocating for effective access to treatment and other supportive services, including housing and employment, for people experiencing mental health issues is our chief concern.

Key Concerns and Recommendations:

1) Staffing and Services: For several years, the Mental Health Division has been challenged by persistent and serious professional staff retention and hiring difficulties. The MHD shares this problem with other public service providers in Napa and elsewhere. MHD staffing shortfalls impose unwise and unfair burdens on staff in place, and threaten timely access to services, case management, and the capacity of the system of care to provide individualized care to those who need it. A Mental Health Board survey of Napa providers in 2022 indicates significant concern about timely access to specialty mental health services and the sufficiency of services. The Mental Health Board recommends that Napa County prioritize fiscal and administrative action necessary to quickly remedy staff retention and hiring problems.

2) Children & Youth Behavioral Health: There appears to be general agreement that the disrupted social and educational environment during the pandemic has had significant adverse behavioral health impacts on young people of all ages. These adverse impacts—stress, anxiety, isolation, depressions—affect a vulnerable demographic and raise professional and parental concern about negative developmental and social consequences for children and youth that will persist well beyond currently planned pandemic remediation efforts and funding. The Mental Health Board recommends that Napa County make a targeted effort to understand the extent of this risk and develop proactive ways to eliminate or ameliorate it.

3) Housing: We again emphasize the need for more temporary and permanent supportive housing for individuals and families with children experiencing serious mental health issues. The County's recent investments in Project Homekey projects, together with Heritage House/Valle Verde, will significantly increase the stock of supportive housing in the County once completed. But a shortfall in supportive housing for persons with serious mental illness is projected to persist. The Mental Health Board recommends that expansion of temporary and permanent supportive housing be identified as a key unmet need and first-tier priority for the County across all age groups. Insufficient supportive housing and/or adult residential ("Board & Care") facilities results in out-of- county placements and/or a revolving door between homelessness, jails, hospitals, and transitional facilities. This results in high monetary cost for Napa County and high social costs for the citizens and their families.

Through public meetings, site visits, work groups, speakers, and reports from MH Division Staff and contractors, the MHB works to understand local mental health issues and advise the Board of Supervisors and the Mental Health Director regarding Napa County's mental health offerings and challenges. Napa County Mental Health Board members are appointed by the Board of Supervisors. It is part of our mandated duties to provide the Board of Supervisors with an annual report reviewing the needs and performance of the county's mental health system. This report documents our membership and activities for July 2021-June 2022.

Accomplishments of Napa County Mental Health Division

It is also essential to acknowledge the hard work and accomplishments of the Napa County Mental Health Division, under the leadership of Behavioral Health Director Cassandra Eslami, reflected in the Napa County Health & Human Services Agency Strategic Plan Annual Report, FY 2021-22 (*https://www.countyofnapa.org/DocumentCenter/View/26215/HHSA-Strategic-Plan-Annual-Report-FY-21-22?bidId*).

- The Mental Health Division (MHD) prides itself on providing equitable, high quality, community and family-centered services geared toward promoting wellness and recovery for our community. We highlight several notable features of the MHD's work in fiscal year 2021-22.
- In early 2022, the MHD implemented the long-sought goal of a Mobile Response Team comprised of behavioral health professionals, partnering with the Napa County Sheriff and City of Napa Police Department to implement protocols, prioritize community needs, and work on joint responses. The mobile, community focused services of this highly committed team of individuals respond anywhere in Napa County during business hours, with a goal of expansion into evenings and weekends during the coming year as staffing permits.
- MHD engaged in close partnership with the Napa County Office of Education both to ensure continuity of education for Foster Youth and promote mental health resources in school settings, providing $2.5 million in funding via the Mental Health Student Services Act (MHSSA) for expanded mental health resources in school settings over the next three years.
- In early 2022, the Health and Human Services Agency started its progress to implement the new California Advancing and Innovating Medi-Cal (CalAIM) initiative, which seeks to streamline mental health and substance use disorder services under a behavioral health model. The integration of mental health and substance abuse services is taking place under the direction of HHSA's new Deputy Director-Behavioral Health.
- Finally, the MHD completed its comprehensive listing of staff who are co-located with other County Departments or community partner organizations and have centrally stored this for review by HHSA Agency Division and Administrative Leadership, updating this listing semi-annually. This promotes a more organized approach to our outreach, engagement, and service availability that can be effectively monitored and adjusted as community needs evolve.

Status of the Mental Health Board

Meetings: Regular MHB meetings were held on the 2nd Monday of each month via Zoom. A notice of all regular and special MHB meetings was made public, and an agenda was followed which allowed for public comment. MHB meeting agendas and minutes are available on the County website. A quorum was established at eleven of twelve meetings. Board member attendance ranged from 93% to 40%, with average attendance: 74%.

In July, we held a public hearing for review and comment on the Mental Health Division's Mental Health Services Act (MHSA) FY 21-22 Annual Update to the MHSA Three Year Plan.

Committees & Workgroups:
Executive Committee: Rob Palmer-Chair; Edward Ortiz-Vice Chair; Kristyn Miles- Past Chair. Members at Large: Kristine Haataja, Tiffany Iverson/Kathleen Chance, Beth Nelson
Data Notebook Workgroup (2021): Rob Palmer (Chair), Ed Ortiz (Vice-Chair)
Promoting Integrated Care Workgroup: Ed Ortiz (Chair), Patricia Sullivan, Kathleen Chance, Rowena Korobkin
Annual Report: Rob Palmer (Chair), Kristyn Miles, Kristine Haataja
Advisory Board on Alcohol and Drugs (ABAD): Heidi Van De Ryt, Neil D'Silva
Community Corrections Partnership: Ed Ortiz
In-Home Supportive Services Advisory Committee: Rowena Korobkin
Quality Improvement/Utilization Review **Committee (QI/UR):** Kristine Haataja
Stakeholders Advisory Committee (SAC): Patricia Sullivan
County Suicide Prevention Council: Kristyn Miles
Cultural Competence Committee: Keri Akemi-Hernandez
Juvenile Justice Coordinating Council: Tiffany Iverson
Live Healthy Napa County: Rob Palmer (Chair) & Kristyn Miles
Veterans Commission: Kathleen Chance
California Association of Local Behavioral Health Boards/Commissions: Kristine Haataja

Membership: At the close of the fiscal year, membership on the MHB consisted of 15 members, the full number based on the Board Bylaws. In the past year, the Board continues to make progress in adequately representing the ethnic make-up of our community.

This year one new member, Orion Taraban, joined the board. Frank Dolan left at the end of his term, and we thank him for his participation on our board.

Board Member	District at Time of Appointment	Appointment Date	Term Ends	Represents
Keri Akemi-Hernandez	2	12/08/2020	01/01/2024	Family Member
Kathleen Chance	1	01/14/2020	01/01/2023	Family Member
Neil D'Silva	5	12/08/2020	01/01/2025	Concerned Citizen
Zacharia Geyer	4	08/28/2018	01/01/2023	Consumer
Supervisor Ryan Gregory	2	08/28/2018	12/31/2023	BOS
Kristine Haataja	4	11/03/2015	01/01/2025	Consumer
Tiffany Iverson	4	08/28/2018	01/01/2024	Concerned Citizen
Rowena Korobkin, M.D.	1	01/06/2015	01/01/2024	Family Member
Kristyn Miles	5	08/28/2018	01/01/2024	Concerned Citizen
E. Beth Nelsen	1	01/14/2020	01/01/2023	Concerned Citizen
Edward Ortiz	3	02/23/2021	01/01/2024	Concerned Citizen
Robert Palmer	3	01/14/2020	01/01/2025	Concerned Citizen
Patricia Sullivan	1	06/08/2021	01/01/2023	Consumer
Orion Taraban	1	04/05/2022	01/01/2025	Family Member
Heidi Van De Ryt	3	02/23/2021	01/01/2024	Family Member

Goals & Accomplishments

The following objectives and goals for 2021-2022 were developed by the MHB Executive Committee and approved by the MHB. Below are details of the work done by the MHB on each of these goals.

A. Objective: Fulfill the Mandated Responsibilities and Core Purposes of the Mental Health Board

1. **Goal:** *Review and evaluate the community's mental health needs, services, facilities, and special problems [5604.2 (a)(1)] Welfare & Institutions Code (WIC)*

   Accomplishments:

   - Throughout the year, the MHB hosted a variety of speakers and panel forums related to Napa County mental health issues and services, including:
     - Napa County's CalAIM structure and implementation plan;
     - The Mental Health Court Program;
     - Mental Health Issues affecting school-aged children;
     - Suicide prevention and Youth/Teen mental health;
     - Co-occurring mental health and substance abuse disorders;
     - Supportive housing for individuals with severe mental illness;
     - MH services available to incarcerated and recently released individuals;
     - The Mental Health Mobile Response Unit.
   - The Mental Health Board established a Workgroup—"Promoting Integrated Care, An Opportunity Assessment"—to determine whether there are preventable gaps in serving Napa County Medi-Cal enrollees who have severe mental illness in addition to physical health conditions and/or substance use disorders. The Workgroup conducted a broad survey of community organizations and service providers and consulted extensively with the Mental Health Plan (MHP). Its report and the MHP's response focused on the following:
     - Measures to ensure that DHCS standards for timely access to care are met;
     - Exploration of services delivery options for therapy and case management, and utilizing the MHSA Community Planning Process to gain stakeholder feedback and information;
     - Improvement of health equity in Napa County, especially through efforts to reduce barriers to access to service among Latino/Hispanic beneficiaries (including structural inequities, stigma, immigration status and others);
     - Updating/executing agreements and documentation to ensure appropriate routine coordination between the MHP and other DHCS programs, including Partnership Health Plan.

2. **Goal:** *Review and comment on the county's performance outcome data and communicate its findings to the California Behavioral Health Planning Council (CMHPC) [5604.2 (a)(7)] WIC*

   Accomplishments:

   - The Board completed the California Behavioral Health Planning Council's 2021 Data Notebook questionnaire after extensive collaboration with Napa County's Mental Health Division and Housing and Homelessness Services, and input from community members. The 2021 Data Notebook inquiries focused on racial and ethnic disparities in behavioral health. It also included questions that are addressed each year to provide monitoring trends to assist in identifying unmet needs or gaps that may occur due to changes in population, resources available of public policy. Key Board observations related to services for persons in Napa County experiencing mental illness follow.
   - There are recognized areas of unmet behavioral health needs:
     - Napa continues to lack sufficient community-based Adult Residential Facilities (ARFs) for persons experiencing serious mental illness. The only alternatives are large ARFs outside Napa, remote from home and family support. Community-based board & care facilities in or adjacent to Napa's continuum of care would likely result in improved outcomes and could yield significant cost savings over time.
     - A variety of difficulties face individuals from underserved communities in need of mental health services. These include community stigma, distrust of mental health services, transportation difficulties, and lack of funds and equipment needed to access telehealth services.
   - The Planning Council asked for an assessment of disparities in accessing and engaging with mental health services by specified Medi-Cal eligible demographic groups: Alaska Native/American Indian (AN/AI); Asian/Pacific Islander (A/PI); Black; Hispanic; White; Other. The Planning Council also asked for assessment of adult data separately from children-youth data. "Access" was at least one FY20-21 MH services visit; "Engagement" was 5 or more visits. The MHB reviewed available local, statewide, and national data.

- For some cohorts, due to low patient count data was unavailable to protect patient privacy. This was true for all Black or A/PI cohorts as such in Napa. Data was also unavailable to assess the AN/AI and Other children-youth cohorts in Napa.
- For those cohorts for which data was available, in general the data reflected that access and engagement rates of Medi-Cal eligible individuals in Napa approximated or exceeded statewide rates and approximated the nationwide prevalence of mental illness in such cohorts indicated by data published by NIH/SAMHSA. (The NIH/SAMHSA data we found does not separately calculate prevalence for adults and children-youth.)
- There were two exceptions. Access rates for Hispanic adults was significantly lower than the prevalence of mental illness indicated in the NIH/SAMHSA data; and the access rate for Hispanic children-youth in Napa was lower than the statewide access rate for Hispanic children-youth.
  - The Mental Health Division is engaged in targeted efforts to eliminate factors (such as immigration concerns, distrust of providers, cultural beliefs) inhibiting access in the Hispanic community.

- New programs implemented in FY 2020-21 that support persons with serious mental illness include:
  - The Mental Health Division activated its Mental Health Mobile Response Team. Through personnel collaboratively engaged with law enforcement, the MRT provides licensed professional community-based interventions to de-escalate and stabilize individuals experiencing a mental health crisis. In the course of preparing this year's Data Notebook response, MHB members have received very positive feedback about the MRT.
  - In FY 2021-22, Project Homekey funding supported a 62-unit expansion of permanent supportive housing.
- The Mental Health Board identified the highest priority new program, facility, or resource desired within the next three years as:
  - Elimination of professional behavioral health staff retention and hiring shortfalls;
  - Assessment of adverse pandemic-related behavioral health impact on Napa children and youth; and implementation of adequate remedial measures.
  - Expansion of Napa's temporary and permanent supportive housing resources.

3. Goal: *Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process [WIC 5604.2 (a)(4)].*

Accomplishments:

- Pursuant to interim pandemic-related rules permitting it, Board kept to its regular meeting schedule by means of on-line meetings using "Zoom" technology.
- Meeting Agendas, with Zoom link information, were and are publicly posted on the Napa County website: http://www.countyofnapa.org/HHSA/MentalHealthBoard/
- The public was invited to attend and participate in all monthly MHB meetings. Public comments, concerns and questions were received from members of the public during the year. Overall, the level of public participation in Zoom meetings was minimal.

4. Goal: *Review any county agreement entered into pursuant to Section 5650 of the Welfare & Institutions Code.*

Accomplishments:

- Mental Health Division Budget Overview was provided for review by HHSA Fiscal Staff at the June 2022 MHB meeting and MHD staff presented an overview of state and local contracts, providers, and services in September 2021.
- The following specific contracts, agreements, reports, and applications were provided for review during FY 2021-22: PATH and SAMHSA Grant Applications, August 2021; External Quality Review Organization (EQRO) Audit, Department of Health Care Services (DHCS), May 2022; MH Division's Mental Health Services Act (MHSA) FY 21-22 Annual Plan Update to the MHSA Three-Year Plan, Public Hearing in July 2021.

B. Objective: *Maintain an active, involved Mental Health Board.*

1. **Goal:** *Achieve full MHB membership that reflects the diversity of the populations served.*

Accomplishments:

- As of June 30, 2022, the MHB had 15 members, including interested/concerned citizens (40%), consumers (20%) and family members (33-1/3%). The Board recruited 1 new member to fill vacancies during FY 21-22.
- The Mental Health Board continues to work toward adequately representing the ethnic make-up of our community.

Goals & Accomplishments cont'd…

2. **Goal:** *Maintain a high attendance and participation at all MHB meetings, including all committees and/or workgroups.*
Accomplishments:

- Board Meetings were held monthly without exception and a quorum was established at each meeting except for the meeting on May 9, 2022. Board member attendance ranged from 93% to 40%, with average attendance: 74%.
- The Executive Committee also met monthly without exception and a quorum was established at all meetings.

3. **Goal:** *Maintain representation on appropriate local, regional, and state boards, committees, councils, etc., and regular reporting to the Mental Health Board (for example: CALBHBC, QIC, etc.).*
Accomplishments:

- In FY 21-22, Kristine Haataja served as a member of the governing board of the California Association of Local Behavioral Health Boards/Commissions (CALBHB/C). CALBHB/C updates, newsletters, website access, and regional meeting schedules were provided and discussed with the MHB.
- Kristine Haataja and Keri Akemi-Hernandez served as members of the MHSA Stakeholder's Advisory Committee (SAC).
- Kristine Haataja was a member of the Mental Health Division Quality Improvement Utilization Review Committee (QIC).
- Kristyn Miles was a member of the Napa County Suicide Prevention Council.
- Rob Palmer, Neil D'Silva and Heidi Van De Ryt participated in meetings of the Alcohol and Drug Advisory Board (ABAD); Ms. Van de Ryt became a member of the ABAD board during the year.
- Ed Ortiz participated in meetings of the Community Corrections Partnership.
- Keri Akemi-Hernandez is a member of the Housing Commission.
- Tiffany Iverson participated in the meetings of the Juvenile Justice Coordinating Committee.
- Kathleen Chance participates in the meetings of the Veterans Commission.
- Kristyn Miles and Rob Palmer participated in the sessions of the HHS "Live Healthy Napa County" convenings.

4. **Goal:** *Complete 100% of site visits.*
Accomplishments:

- The Mental Health Board completed 5of 7 scheduled site visits during FY 2021-22. The remaining site visits were completed in August 2022. The visited sites included:
  - Aldea Children & Family Services;
  - Crestwood Crisis Stabilization Unit;
  - Buckelew Supported Living Program;
  - Fresh Start Housing, Napa State Hospital;
  - Hartle Court Supportive Housing.

5. **Goal:** *Provide training opportunities to MHB Members*
Accomplishments:

- Board members were notified of dates for Mental Health Board and Advocacy trainings facilitated by CALBHBC. In addition, Theresa Comstock, Executive Director of the California Association of Local Behavioral Health Boards and Commissions (CALBHB/C), provided training to the Mental Health Board at the May 9 meeting. Members participating in training included:
  - Chair Rob Palmer,
  - Kathleen Chance,
  - Neil D'Silva,
  - Kristine Haataja,
  - Rowena Korobkin,
  - Kristyn Miles,
  - Orion Taraban,
  - Patricia Sullivan
- All members completed the on-line Ethics Training required by the State of California.

Meet the Board Members

Rob Palmer is chair of the Napa County Mental Health Board. He is a lawyer in private practice. His practice focuses on litigation matters and, in recent years, on representing at-risk clients in human rights and refugee asylum cases. He and his wife Mary live in Yountville, close to two of their three grown daughters and three grandchildren, who live in Napa. Mr. Palmer practiced law in Arizona for several years, where he also served on the board and is a past president of the Arizona Center for Law in the Public Interest. He was appointed to the Mental Health Board in 2019 .

Edward Ortiz was appointed to the Mental Health Board in 2021 and is Vice Chair. He was previously the Chief Network Officer for the Health Plan of San Mateo and is currently a founding partner of Cruz Consulting Partners, a specialty consultancy focused on safety net health care. Mr. Ortiz has deep experience leveraging the resources of Medi-Cal and County-based services/supports to improve beneficiary wellness while optimizing health systems to improve care costs. Some of his notable accomplishments are the DHCS award-winning implementation of housing and health care programming and the development of community supports that are both now integral components of California Advancing and Innovating in Medi-Cal (CalAIM). Mr. Ortiz served in the Illinois National Guard as a veteran of the Gulf War and graduated from Northern Illinois University with a degree in business management.

Keri Akemi-Hernandez (Pronouns: she/her, they/them) is proud of her Native American Heritage, with Mohawk, Seneca, and Apache lineage. She is a successful Indigenous, womxn, entrepreneur of multiple small business ventures, including Real Estate, Design, and Consulting services within the greater San Francisco Bay Area for over 21 years. Ms. Akemi-Hernandez joined the Mental Health Board in 2021 and is an active community leader who helps advocate for those who are often marginalized and underserved. She also serves on the Napa County Housing Commission, the Housing Element Advisory Committee, and the Mental Health Cultural Competency Advisory Committee. Ms. Akemi-Hernandez is motivated by the support of her children, and grandchild.

Kathleen Chance taught at the elementary and middle school levels in the Napa Valley Unified School District, primarily at Browns Valley Elementary School, where she also served as coordinator of the Positive Behavioral Interventions & Supports Program and trained in Mindfulness for Educators. Concerned about the increase in mental health issues among youth and young adults, she wanted to make a difference for all, especially in the areas of stigma and stereotyping. Ms. Chance holds a BA from UC Davis and a Master of Fine Arts in Creative Writing from Dominican University of California. She continues with alum writing workshops and is a member of the California Writers Club, Napa Valley Branch. She and her husband Robert live in Napa. Ms. Chance was appointed to the Mental Health Board in 2020.

Neil D'Silva is a long-time resident of American Canyon with a great interest in and passion for mental health. In both his undergraduate career in Los Angeles and his time with the Peace Corps in China, he has been involved in social justice work and mental health peer support networks under the supervision of medical and/or mental health professionals. He has also worked as an EMT-Basic and volunteered at hospitals, schools, and with community organizations. He currently works for the federal government in a programmatic oversight role. Mr. D'Silva was appointed to the Mental Health Board in 2020.

Zachariah Geyer has lived experience with both physical and mental challenges. He works full-time as a Mental Health Worker Aide for Napa County Mental Health Division and is co-located two days week at Innovations Community Center running groups and doing peer support work. Mr. Geyer has been trained as a Peer Support Specialist PSS, Wrap Facilitator, Question/Pursue/Refer facilitator, and in both Adult and Child Mental Health First-Aid amongst numerous other trainings. Prior to employment with the County, he had extensive volunteer experience, including, Santa Rosa Memorial Hospital in the Intensive Care Unit as a family support volunteer, as a speaker at National Alliance On Mental Illness (NAMI) meetings, at Buckelew Programs in the Family Services Unit, and at other organizations. Mr. Geyer is a Napa Native and joined the Mental Health Board in 2018.

Ryan Gregory is a third-generation Napa resident and was elected to the Board of Supervisors in 2016. He earned a bachelor's degree in civil engineering at California Polytechnic State University (Cal Poly) in San Luis Obispo and is a Registered Professional Engineer. He worked as Vice President and Owner of the local civil engineering firm RSA+, resigning from the firm to focus on his job as Napa County Supervisor. During his 20-year professional career, Supervisor Gregory was a leader in the local engineering field with a specialty in the planning, design, and construction of residential projects for both nonprofit and for-profit builders. Mr. Gregory's extensive history of community involvement includes service as the former Board Chair for the Napa Chamber of Commerce and Community Action Napa Valley and President of Leadership Napa Valley, Napa Engineers Society, and the Kiwanis Club of Napa. Mr. Gregory was actively involved as a member of the Vine Trail Engineering Committee, Joint City-County Affordable Housing Taskforce, the Airport Industrial Area Blue Ribbon Committee, the City of Napa Housing Element Update Committee 2007 and 2014, Napa County Transportation and Planning Agency's (NCTPA) Highway 29 Citizens Advisory Committee, and the Downtown Napa Specific Plan Steering Committee. He continues to demonstrate his commitment to Napa County through service to the Boys and Girls Club of Napa Valley, the Downtown Property and Business Improvement District (PBID), Brother Can You Spare A Dime Community Baseball Outings organization, and the Napa Composite High School Mt. Bike Team. Mr. Gregory joined the Mental Health Board in 2018.

Kristine Haataja was a Consumer Insights & Strategy Consultant for corporations and consulting firms for over 35 years, retiring in 2015. Ms. Haataja is especially passionate about mental health intervention in early childhood and adolescence, based upon her lived experience raising a child with serious mental health issues. She is a 2017 graduate of Leadership Napa Valley (LNV), and served a term on the LNV Board. Ms. Haataja was appointed to the Mental Health Board in 2015, is on the Executive Committee, served as Vice Chair for 2016-2017, and Chair for 2017-2019. She has served on several workgroups, including School-based Mental Health, Member Recruitment, Community Outreach, and the 2017, 2018, 2019, and 2020 Data Notebooks. In 2019, Ms. Haataja was elected to the California Association of Local Behavioral Health Boards and Commissions (CALBHB/C) and now serves as Secretary/Treasurer. She has a BA in Sociology from Gustavus Adolphus College in Minnesota and an MBA from the University of North Carolina, Chapel Hill. Ms. Haataja lives in Napa with her husband.

Tiffany Iverson has been on the board since August of 2018. Since joining the Mental Health Board, she led a Work Group engaged in increasing public awareness of the board meetings as a bridge between the Napa County community needs and resources. She is a Licensed Marriage and Family Therapist working in private practice in the Napa community. Her work as a therapist has spanned both the private practice and non-profit worlds. As an intern therapist, she worked for Silverado MS and Napa HS and Aldea's Wolfe Center program. Ms. Iverson is passionate about serving underserved youth populations. She currently works with the general public and with out-patient psychiatric patients. Ms. Iverson received an AA in Liberal Arts from American River College, BS in Criminal Justice from Sacramento State University, and an MA in Counseling Psychology from the University of San Francisco. She lives in Napa with her husband and two young children.

Rowena Korobkin, M.D. was appointed to the MHB in 2012. Dr. Korobkin is a Board-Certified Physician Neurologist and Child Neurologist. She received her MD in 1971 from the University of California, San Francisco, trained in pediatrics at Children's Hospital in Oakland, and neurology at UCSF. She is the author of numerous journal articles and books in her field. Dr. Korobkin's current main clinical interest relates to epilepsy and other neurologic issues in people with developmental disabilities, and she is a member of the Professional Advisory board of the Epilepsy Foundation of Northern California. She is the Consulting Neurologist for Sonoma Development Center, the Pediatric Neurologist for the County of San Joaquin at the San Joaquin General Hospital, and the Consultant Neurologist to North Bay Regional Center and Redwood Coast Regional Center. Because of a close family member with serious mental health issues, Dr. Korobkin has been inspired to help influence the mental health delivery systems for Napa County.

Kristyn Miles was appointed to the Mental Health Board in 2018. She served as Chair of the Mental Health Board from 2019-2021 and previously served on the Community Outreach Workgroup. Her background as a Speech-Language Pathologist (SLP) has afforded her insight into both adult and pediatric populations with disabilities and special needs. Having worked as an SLP in various public and private institutions, she is passionate about increasing access and decreasing stigmatization of mental health services for all Napa County residents. Ms. Miles earned a Bachelor of Science degree from Saint Mary's College of California and a Master of Science degree in Speech-Language Pathology from California State University, East Bay. She currently resides in American Canyon with her husband and three children.

E. Beth Nelsen is a local documentary filmmaker, change maker, and conscious shaker. Ms. Nelsen was appointed to the Board in 2017. A Napa Valley College graduate, Ms. Nelsen earned her BA in Philosophy from UCLA and her M.A. in Film & Television at the University of Melbourne; she is a 2017 graduate of Leadership Napa Valley. Ms. Nelsen is an international guest speaker whose films have screened all over the globe. Her passions include advocacy for mental health, Indigenous Rights, LGBTQ equality, adoption, and identity, all of which have been fodder for her storytelling. She seeks collaboration on projects with potential for heavy social impact, not confined to only the screen. Ms. Nelsen resides in Napa with her partner Oriana, their daughter and new baby.

Patricia Sullivan was appointed to the Mental Health Board in 2021 to represent those who live with mental health conditions. Her personal life experiences have given her a sense of compassion and empathy for others facing mental health challenges. Ms. Sullivan is a strong proponent of the benefits of peer supports for mental health consumers. Since 2016, she has worked as an Independent Living Advocate at the Napa Office Disability Services & Legal Center, where she assists seniors and people with disabilities. Since 2013, she has been a volunteer with Collabria Care and Hospice. Ms. Sullivan holds a bachelor's degree in Hospitality Management from Nova Southeastern University and has completed both Culinary Arts and Accelerated Wine and Beverage Programs at The Culinary Institute of America.

Orion Taraban earned his master's degree and doctorate in clinical psychology from the California School of Professional Psychology. He is a licensed psychologist, serves on the faculty of psychology departments throughout the Bay Area, and has widely published in several APA journals. In his private practice, Dr. Taraban works with adults and adolescent boys, specializing in men's mental health. He is also the executive director of StellarGRE, the world's only empirically-validated GRE test prep company. Dr. Taraban is the creator of PsycHacks, a successful short-form podcast inspired by his clinical practice, available on all major distribution platforms. He was appointed to the Mental Health Board in 2022.

Heidi Van De Ryt has lived experience from parenting her son who was diagnosed at age 16 with schizoaffective disorder plus alcohol and drug addiction. At the time, intensive in-patient mental health resources were non-existent locally, so she worked to educate herself about the mental health community and what resources were available nearby. Ms. Van de Ryt was appointed to that Mental health Board in 2021 with a strong desire to contribute her experience and voice as a parental advocate and champion for the mental health community.

Members Leaving the Board During the Past Year
Thank you for serving on the MHB!

Frank Dolan is a California Native raised in the Berkeley hills of the San Francisco Bay Area. He attended college at University of Portland and received his BBA in Business Administration. Frank has been a wealth management advisor with Merrill Lynch for the last 25 years. Mr. Dolan met his wife of 28 years in San Francisco where they were both young professionals. They moved to Napa in 1995 to raise their family. They have two daughters beginning their careers in the Bay Area, and both are Cal Poly graduates. Mr. Dolan's interest in the Napa County Mental Health board was sparked when a family member utilized the County's mental health services. He was appointed to the Mental Health Board in 2019.

Acknowledgements

Thank you to Cassandra Eslami, Behavioral Health Director, to Assistant Deputy Directors Valerie Cahill, Meshanette Johnson-Sims, Mike Mills, to LuAnn Pufford, Senior Office Assistant, and to the entire Mental Health Division Staff and supporting agencies.

Thanks also to guest speakers and community members for information and support this year:

Kerry Ahearn, CEO, Aldea
Theresa Comstock, Executive Director, California Association of Behavioral Health Boards and Commissions (CALBHB/C)
Celeste Guinta from Community Organizations Active in Disaster (COAD)
Elizabeth Hernandez, Progress Foundation
Sarah Knox, Director of Prevention & Intervention, NVUSD
Kenneth Minkoff, MD
Kristin Nelson, Coordinator of Student Wellness & Support, NVUSD
Jeni Olsen, Director of Prevention, Mentis
Eric Simonsen, Buckelew Programs
Rob Weiss, Executive Director, MENTIS

Napa County Health & Human Services Mental Health Division Staff:
Felix Bedolla, MHSA Project Manager
Valerie Cahill, Assistant Deputy Director Mental Health
Liset Esqueda, MHSA Staff Services Analyst II
Dolores Flores-Chavez , Supervising Mental Health Counselor
Lynette Lawrence, Provider Services Coordinator
Jennifer Menges, Quality Coordinator
Meshanette Johnson-Sims, Assistant Mental Health Director
Mike Mills, Assistant Mental Health Director
Sandy Schmidt, Staff Services Analyst
Ariel Quijas, Secretary-Mental Health

Napa County Health & Human Services Staff:
Kimberly Danner, Deputy Chief Fiscal Officer
Jim Diel, Deputy Director, Health & Human Services Agency
Amanda Jones, Assistant Director, Alcohol & Drug Services, Napa County Health & Human Services Agency
Dina Jose, Director of Corrections, Napa County Department of Corrections
Jennifer Yasumoto. Agency Director, Health & Human Services Agency

Thank you to everyone in the community who works to provide the best mental health care system possible to the children and adults of Napa County!

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2044

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Leigh Sharp, Deputy Director of Public Works - General Services

SUBJECT: Approval of fixed base operator agreements at the Napa County Airport

RECOMMENDATION

SET MATTER 9:30 AM - Airport

Director of Public Works requests the following actions regarding fixed base operator (FBO) Agreements at the Napa County Airport:

1. Adoption of a resolution determining that long-term leases at the Napa County Airport are "exempt surplus land" for the purposes of the Surplus Lands Act pursuant to Government Code section 54221(f)(1)(G) because Governing Laws prohibit the use of Napa County Airport property for housing.

2. Approval of and authorization for the Chair to sign the following agreements associated with FBO services to be provided by SkyserviceUS California LLC, contingent upon concurrence from the State of California that leases at the Napa County Airport are "exempt surplus land":

   a. A ground lease, license, and operating agreement (Napa County Agreement No. 230234B with SkyserviceUS California LLC for a term of thirty years plus two consecutive five-year option periods to construct leasehold improvements and to provide Fixed Base Operator services at the Napa County Airport (4/5 vote required); and

   b. A Guaranty Agreement No. 230235B with ALIS IA Aviation, LLC (Guarantor) for the benefit of Napa County whereby Guarantor unconditionally guarantees full and prompt performance and payment for each and every obligation of Leading Edge California, LLC within Napa County Agreement No. 230234B.

3. Approval of and authorization for the Chair to sign the following agreements associated with FBO services to be provided by Napa Jet Center, Inc doing business as Atlantic Aviation conditional upon concurrence from the State of California that leases at the Napa County Airport are "exempt surplus land":

   a. Approval of and authorization for the Chair to sign a ground lease, license, and operating agreement (Napa County Agreement No. 230232B with Napa Jet Center, Inc. doing business as Atlantic

Aviation for a term of thirty years plus two consecutive five-year option periods to construct leasehold improvements and to provide Fixed Base Operator services at the Napa County Airport (4/5 vote required); and

b. Approval of and authorization for the Chair to sign Guaranty Agreement No. 230233B with Atlantic Aviation FBO, Inc. (Guarantor) for the benefit of Napa County whereby Guarantor unconditionally guarantees full and prompt performance and payment for each and every obligation of Napa Jet Center, Inc. within Napa County Agreement No. 230232B.

4. Approval of the following actions related to surplus fuel farm equipment located at the Napa County Airport:

a. Declare certain capital asset fuel farm equipment as surplus and no longer required for public use;

b. Authorize the Auditor-Controller to remove these surplus assets, which are fully depreciated, from the capital asset listing; and

c. Authorize the sale of capital asset surplus fuel farm equipment to Napa Jet Center Inc. doing business as Atlantic Aviation consistent with Napa County Agreement No.230232B.

EXECUTIVE SUMMARY

Since 2017, with support and direction from the Board of Supervisors, staff has been making progress toward establishing two fixed base operators (FBOs) at the Napa County Airport. Approval of the proposed agreements with SkyserviceUS California LLC (Skyservice) and Napa Jet Center, Inc., doing business as Atlantic Aviation (Atlantic), will conclude this process. Combined, over the full term of the agreements (30 years) plus option terms (10 years total), the Airport is anticipated to obtain benefits valued at over $130 million, including rents and fees paid directly to the Airport, capital investment required of each FBO, and financial obligations related to possessory interest. Approval of the two lease agreements ensures that the Airport is meeting Federal Aviation Administration (FAA) grant assurances for non-exclusivity. Lease terms for each FBO are virtually identical and were specifically crafted to encourage healthy competition and to ensure economic nondiscrimination. A summary of key terms is included in the background section of this report.

Approval of the guaranty agreements with the respective parent company of each FBO provides the County with assurance that the parent company unconditionally guarantees full and prompt performance and payment for each obligation of the FBO contained in their respective lease agreements.

Requested actions related to the fuel farm equipment located at the Airport will declare such equipment, which is fully depreciated, surplus and authorize sale of such equipment to Atlantic per the terms in Napa County Agreement No. 230232B.

Lastly, adoption of a resolution determining that long-term leases at the Napa County Airport are “exempt

surplus land" for the purposes of the Surplus Lands Act is required under Government Code 54220 et seq. prior to taking action to "dispose" of property. Although the Surplus Lands Act does not define disposition of property, the California Department of Housing and Community Development (HCD) has issued guidelines which characterize leases longer than five years where development or demolition is contemplated as disposition. Under the conditions of the proposed leases and the HCD guidelines, the Board must take action to find that the Napa County Airport is "exempt surplus land."

Procedural Requirements

1. Staff Report
2. Public Comments
3. Motion, second, discussion, and vote.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Airport Enterprise (Fund 5010; Org 5010000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the FBO leases and associated guaranty agreements will lead to significant development improvements at the Airport to implement the Boards vision of transforming the Airport into a "gateway" to the Napa Valley. The lease agreements will also bring significant revenue to the Airport, furthering the financial sustainability of the Airport Enterprise Fund. Additional requested actions are integral to execution of the two lease agreements.
Is the general fund affected?	No
Future fiscal impact:	Revenues to be derived from the leases will be budgeted each fiscal year.
Consequences if not approved:	There would be a lost opportunity to develop new facilities at the Airport and new Airport revenue would be lost.
County Strategic Plan pillar addressed:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Board previously considered and adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this Project, pursuant to Resolution No.

2020-120. There have been no substantial changes to the Project or new information of substantial importance within the meaning of CEQA Guidelines section 15162 that would warrant additional environmental review in connection with this action.

BACKGROUND AND DISCUSSION

FBO LEASES

In early 2017, the County Executive Office prepared a preliminary analysis of the potential value of Airport real estate and suggested that a consultant be hired to conduct an evaluation of the Airport including evaluation of the real estate value and the potential for the airport to support two fixed base operators (FBOs). The evaluation was completed in July 2017 and major recommendations included update Airport minimum standards, rules, and regulations; create a redevelopment plan that includes a second FBO; and develop a plan for a new County airport terminal and operations/maintenance area.

On February 12, 2019, staff presented updated draft minimum standards, rules, and regulations for the Airport and requested direction from the Board related to seeking a second FBO for the Airport through a request for proposals process.

On June 4, 2019, the Board amended section 1.28.040 and Chapter 11.28 of Napa County Code to update Rules and Regulations for the Napa County Airport, adopted updated policies related to Airport Minimum Standards, Development Standards, and Leasing/Rent Fees, and amended Part I, Section 3 of the Napa County Policy Manual to be consistent with the newly adopted rules, regulation, and policies. These updates and changes established a foundation for future development at the Airport.

On August 27, 2019, staff presented a draft request for proposals (RFP) for a second FBO at the Airport with the objectives of enhancing airfield infrastructure, providing a positive experience for all airport users; creating a gateway to the Napa Valley; improving the Airport's economic performance through rents, fees, capital contributions, and workforce activities; and promoting a sense of place and pride at the Airport. The RFP was released on August 29, 2019, and respondents were given approximately seven months to respond. Due to economic uncertainties related to the Covid-19 pandemic, the due date was extended twice to July 17, 2020. The County received and considered three responses, negotiated with two respondents, and ultimately, consistent with the rights reserved under the RFP, on June 23, 2021, decided not to award a lease out of the RFP.

With sustained interest in redeveloping the terminal area of the Airport and securing a second FBO, the County initiated direct negotiations with interested FBOs while simultaneously negotiating with the existing FBO (Lynx FBO Enterprise, LLC. at the time, and now Atlantic).

The two leases for consideration today are a result of direct negotiations with Skyservice and Atlantic. Terms of the leases are virtually identical and major terms are summarized as follows:

Term and Effective Date

The Effective Date of the leases will be the date the leases are executed by the County. The term of each lease is thirty (30) years with an option to extend for up to two (2) consecutive, five (5) year periods, for a total

maximum term of forty (40) years.

Premises

The premises for each FBO includes approximately 10 acres (435,600 square feet (SF)), including terminal redevelopment area and fuel farm area, consistent with the Board adopted Terminal Area Layout Plan, attached.

The totality of the redevelopment area will not be available to either FBO as of the Effective Date of the leases. Rather, sections of the leasehold will become available over time because the County will need to relocate some existing facilities to ensure ongoing Airport operations (County Relocation Project). The County's Relocation Project includes relocating its existing offices out of the existing terminal building, demolishing the existing terminal building, vacating its storage facilities, ensuring the relocation of the self-serve island, realigning a section of sanitary sewer main, and relocating a rotating beacon and the airfield electrical vault and associated electrical lines that run under a portion of the premises. This work is on-going and is anticipated to be complete within 16 months of lease execution.

Under the proposed FBO lease, both FBOs will also lease existing commercial hangars. Skyservice will lease the 20,000 square foot commercial hangar that is situated on a leased area of approximately 58,236 square feet located at 3030 Airport Rd.

Atlantic has an existing ground lease (Land Lease Agreement No. 4174 dated June 15, 1999), upon which a 30,000 square foot commercial hangar was erected. Agreement No. 4147 has a termination date of June 30, 2029. Under the proposed FBO lease, Agreement No. 4147 is terminated, and the 30,000 square foot hangar that is situated on approximately 59,049 SF of leased area at 2038 Airport Rd. is included in the premises of the new lease.

Lease Rates

Ground lease rates for Atlantic start at $1.00 per square foot per year and are subject to a consumer price index (CPI) increase annually as of the Effective Date and, at County's discretion, by appraisal every five years. In recognition of Agreement No. 4147 in which Atlantic would continue to pay ground rent for the hangar located at 2038 Airport Rd. for an additional 6.5 years, the proposed FBO lease provides that Atlantic shall pay ground rent of $1.00 per SF per year through June 30, 2029 and effective July 1, 2029, begin to pay a monthly lease rate reflective of "improved property" (to be calculated with annual CPI adjustments dating back to the Effective Date of the lease).

Ground lease rates for Skyservice start at $0.75 per SF per year and increase annually to reach $1.00 per SF per year in year five of the lease, and thereafter are subject to an annual CPI increase and, at the County's discretion, an increase based upon appraisal every five years. The slight difference in ground lease rate during the early years of the lease is reflective of the differences between the rental areas and the additional expenses that Skyservice will incur to develop temporary facilities to initiate operations. Consistent with the Atlantic lease, the County, at its discretion, has the ability to evaluate and increase rents by reappraisal every five years. This provision allows the County to evaluate any long-term discrepancy and make adjustments as needed.

For the hangar located at 3030 Airport Rd., Skyservice will be paying a lease rate at $1.10 per SF per month, subject to annual CPI adjustments.

Fuel Flowage Fee

Fueling operations are the predominant line of business for FBOs. Both operators agreed to share in their fuel revenues by offering $25.00/100 gallons for jet fuel and $12.00/100 gallons for Avgas, which has been negotiated to remain fixed for four years. In subsequent years, the Board may choose to modify the amount as proposed in an updated Fee Schedule.

Final negotiations on airport fueling revenue also include a minimum amount that is guaranteed to the airport (minimum annual guarantee or "MAG"). The airport can expect $350,000 from each FBO for each fiscal year for the first four years (prorated) which increases two percent each year thereafter. If actual fuel flowage activity generates airport revenue under the guaranteed minimum, each operator will make up the difference respective to their shortfall. The obligation to meet the fuel MAG for Skyservice will become effective at the conclusion of the pioneering period, when development is complete and occupancy permits have been issued. Atlantic, as the existing FBO on-site, will be obligated to meet the fuel MAG starting in year one of the agreement.

Capital Improvement and Investment

For the opportunity to develop new FBO facilities according to the negotiated development schedule, both FBOs have committed a minimum investment of $13.6 million. In addition, Atlantic has committed $1.4 million to improve their existing large hangar at 2038 Airport Road and Skyservice has committed $1.8 million to improve the large hangar at 3030 Airport Road over a fifteen year, three phase schedule.

Tax Minimum Annual Guarantee (MAG)

Per FAA order 5190.6B, airport revenue includes revenues paid to or due to the airport for use of airport property. Each operator will pay possessory interest taxes on aircraft and improvements to the leasehold to the County. Both FBOs agreed to submit an annual tax report identifying taxes paid and will remit to airport, as additional rent, any shortfall below $200,000 per year.

Restaurant and Flight School Obligations

As part of negotiations, and as priority services identified as desirable by the Airport Advisory Committee, Atlantic agreed to provide flight training operations for the duration of the lease and Skyservice agreed to build restaurant space within its terminal and to use commercially reasonable efforts to sublease the space to a commercial restaurant operator.

Self-Serve Fuel

Pursuant to Napa County Agreement No. 200377B, Atlantic operates a 24-hour self-service fuel facility at the Airport which is currently located on the proposed leasehold of Skyservice. The proposed lease with Atlantic provides that Atlantic will continue to operate the self-serve fuel facility at an alternative location pursuant to Agreement No. 200377B until such time when a new self-serve fuel agreement is executed and Agreement No. 200377B is terminated.

Pursuant to Amendment No. 1 to Agreement No. 200377B Atlantic is required to relocate, at Lessee's sole cost, the existing self-serve facility to an alternative location by December 31, 2022 including tank removal and relocation, installation of underground utilities, permitting, and restoration of the initial license area. Atlantic is scheduled to remove the facility by December 5, 2022 and to restore the initial license area by December 31, 2022. Due to permitting and other delays, Atlantic will require additional time to install underground utilities

and make the facility operational at the new location. Provided that the tank is removed from its current location by December 5, 2022, Airport staff intends to request an amendment to Agreement 200377B to extend the timeline by four months for permitting, installation of underground utilities, and tank relocation.

Development and Schedule

Each FBO will be developing an executive terminal, an aircraft storage hangar, a fuel farm facility, and a vehicle parking area to meet or exceed the Airport's Minimum Standards. In addition, they will be developing a new aircraft parking apron and completing improvements to the existing apron. To complete their improvements, the County will need to implement a "Relocation Project" including relocating its existing offices out of the pre-existing terminal building, demolishing the pre-existing terminal building, vacating its storage facilities, realigning a section of sanitary sewer main, and relocating the rotating beacon and airfield electrical vault and associated electrical lines that run under a portion of the Premises.

The proposed FBO leases include a timeline to complete the leasehold improvements, summarized as follows (timelines from Effective Date of Agreement):

- Lessee to submit design review and final development plans to County in months 6 and 7.
- Lessee to obtain development permits by month 11.
- Lessee to complete development of fuel farm by month 12.
- County to relocate electrical vault and beacon, demolish existing terminal, and relocate sewer line by month 16.
- Lessee to receive certificate of occupancy for terminal area developments and be in full compliance all Airport Minimum Standards in 2.5 years.
- County to complete realignment of Airport Road by 3.5 years.
- Lessee to complete improvements to existing apron by year 7.

Assurances

As described in the executive summary, guaranty agreements with the respective parent company of each FBO provides the County with assurance that the parent company unconditionally guarantees full and prompt performance and payment for each and every obligation of the FBO contained in their respective lease agreements. In addition, the lease itself provides assurances including insurance requirements; requirements for performance and payment bonds issued in an amount not less than 100% of the total cost of work for any contracted work over $25,000; and provisions for liquidated damages.

SURPLUS LANDS ACT

Government Code 54220 et seq. requires adoption of a resolution by the Board of Supervisors determining that long-term leases at the Napa County Airport are "exempt surplus land" for the purposes of the Surplus Lands Act prior to taking action to "dispose" of Airport property. Although the Surplus Lands Act does not define "disposition of property," the California Department of Housing and Community Development (HCD) has issued guidelines which characterize leases longer than five years, where development or demolition is contemplated, as disposition. Under the conditions of the proposed leases and the HCD guidelines, the Board must take action to find that Napa County Airport land is "exempt surplus land."

Pursuant to Government Code section 54221(f)(1)(G), exempt surplus land includes "surplus land that is

subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site." The County has received and is still receiving federal grants for improvements at the airport, which require that the County use airport property only for aviation-related uses, and restrict the use of airport property such that housing, recreation, and other non-aviation uses are prohibited or otherwise infeasible. The proposed resolution has been provided to HCD for review and concurrence with the requested determination. HCD has provided verbal assurance that our resolution will meet their requirements for a favorable determination and once the Board adopts the resolution, HCD will provide their determination in writing.

SURPLUS OF FUEL FARM EQUIPMENT

Each FBO will be developing new bulk aviation fuel storage facilities per the terms of the agreements. Until their new fuel farm is developed and operational, Atlantic will continue to use the existing fuel farm, consisting of three 12,000-gallon fuel tanks and associated distribution equipment (collectively referred to as fuel farm equipment). The fuel farm equipment is fully depreciated and is no longer of use to the County. Through negotiations with Atlantic, and within Agreement No. 230232B, County transfers ownership of the fuel farm equipment to Atlantic for $1 in recognition of the short remaining useful life of the equipment and the cost of vacating the existing site when the new fuel farm site is developed.

California Code Section 25504 states that the County Purchasing Agent may by direct sale or otherwise sell, lease, or dispose of any personal property belonging to the county not required for public use, subject to such regulations as may be provided by the Board of Supervisors; and Section 12-1(b) of the County Purchasing Policy directs that fixed assets that are the property of the County shall not be sold, turned in for credit, or otherwise disposed of without the approval of the Board. The requested actions related to the fuel farm equipment located at the Airport will declare such equipment surplus and authorize sale of such equipment to Atlantic per the terms in Napa County Agreement No. 230232B.

GROUND LEASE, LICENSE, AND OPERATING AGREEMENT

BETWEEN

NAPA COUNTY AND NAPA JET CENTER, INC. DBA ATLANTIC AVIATION

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GROUND LEASE, LICENSE, AND OPERATING AGREEMENT

This Ground Lease, License, and Operating Agreement ("Agreement") dated this _____ day of _____ 2022 (the "Effective Date") is made by and between NAPA COUNTY, a political subdivision of the State of California, ("County") and NAPA JET CENTER, INC. DBA ATLANTIC AVIATION, a California corporation authorized to do business in the State of California ("Lessee").

RECITALS

WHEREAS, County is the owner and operator of the Napa County Airport ("Airport"); and

WHEREAS, County is empowered to grant the right and privilege to be a Fixed Base Operator at the Airport; and

WHEREAS, County is obligated by its Federal Aviation Administration (FAA) Grant Assurances to among other things, be as financially self-sustaining as possible, promote competition, and not grant exclusive rights; and

WHEREAS, County desires to promote competition in the Fixed Base Operator business and further the goals of those FAA Grant Assurances through the execution of this Lease; and

WHEREAS, Lessee acquired the County's existing Fixed Base Operation – Napa Jet Center, Inc (formerly known as Bridgeford Flying Services) doing business as Lynx FBO Enterprise, LLC pursuant to a stock purchase sale dated November 23, 2021, authorization of which was not required to be approved by Napa County; and

WHEREAS, Lessee understands and agrees with the County's intent to allow for competition of aeronautical service providers as encouraged by the FAA, and Lessee shall compete with, and not seek to merge, acquire, or otherwise control the County's other Fixed Base Operator, its successors, or assigns, or any other Fixed Base Operator that the County may, in its sole discretion, authorize to engage in such business at the Airport; and

WHEREAS, Lessee desires to receive the privilege of leasing the Premises and operating a FBO, as more particularly described herein;

NOW THEREFORE, in consideration of the terms, conditions, covenants and provisions contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions

Unless more precisely defined within this Agreement, capitalized terms shall have the meanings set forth in the Napa County Airport Rules and Regulations adopted by Napa County Ordinance

No. 1437 on June 7, 2019. The following words, terms, or phrases, wherever used in this Agreement, shall, for the purpose of this Agreement, have the meanings set forth below, unless this Agreement clearly indicates otherwise:

1.1. Activity Fee(s)

Activity Fee(s) means any reasonable fees or charges imposed by County on any and all classes of persons, firms, or organizations for the privilege of using the Airport Operations Area (e.g., landing fees and parking fees), or of entering upon the Airport to conduct business thereon, (e.g., use fees), which fees and charges are imposed on a nondiscriminatory basis for the privilege of using or entering upon the Airport. The term "Activity Fees" shall, for purposes of this Agreement, be the fees and charges referenced in Section 5.5 below. The amounts of Activity Fees shall be determined in accordance with fee schedules adopted by the Napa County Board of Supervisors, or if there is no applicable fee adopted, then pursuant to agreement of the Parties.

Lessee's payment of Activity Fees shall not affect Lessee's obligation to pay the Rent, any other Fees, and Charges as provided in this Agreement.

1.2. Adjacent FBO

Adjacent FBO means the FBO with a ground lease, license, and operating agreement for the areas on Exhibit A depicted as the North FBO.

1.3. Agreement

Agreement means this Ground Lease, License, and Operating Agreement between County and Lessee.

1.4. Airport

Airport or APC means the Napa County Airport, located in unincorporated Napa County, together with any appurtenant properties and/or facilities associated therewith, as the same may from time to time be enlarged, diminished, or otherwise modified.

1.5. Air Operations Area

Air Operations Area ("AOA") means those airfield/airside areas inside of the perimeter secured boundary of the Airport utilized for runways, taxiways, ramps, aprons, and movement of aircraft, as said areas may now exist or as they may be modified.

1.6. Base Rent / Primary Premises Rent / Pioneering Period Rent / Non-Exclusive License Area Fee

Base Rent means the combined total of Primary Premises Rent, Pioneering Period Rent, and Non-Exclusive License Area Fee as each is calculated pursuant to this Section and paid by Lessee in accordance with Section 5 of this Agreement.

Primary Premises Rent shall be calculated by using the per square foot rates set forth in Exhibit B-1, as may be administratively amended upon incorporation of legal descriptions of Primary

Premises, multiplied by the combined actual square footage of those segments of the Primary Premises defined in Subsections 3.1, 3.3, 3.4, 3.5, and 3.6 that have been transferred to Lessee and incorporated into the Primary Premises pursuant to Section 3. The Primary Premises Rent shall be subject to a CPI increase annually as of the Effective Date and, at County's discretion, by appraisal every 5 years, as set forth in Section 5.2 below.

Pioneering Period Premises Rent, which shall be included in the Base Rent until the Pioneering Period Premises are surrendered to County at the end of the Pioneering Period in accordance with this Agreement, shall be calculated by using the per square foot rates for each portion of the Pioneering Premises as set forth in Exhibit B-2 multiplied by the actual square footage of those respective portions of the Pioneering Premises as set forth in Subsection 3.2. The Pioneering Premises Rent shall be subject to a CPI increase annually as of the Effective Date.

The Non-Exclusive License Area Fee, shall be calculated by using the per square foot rates set forth in Exhibit C-1, as may be administratively amended upon incorporation of legal descriptions of Non-Exclusive License Area, multiplied by the combined actual square footage of those segments of the Non-Exclusive License Area directly abutting those segments of the Primary Premises defined in Sections 3.3, 3.4, and 3.5. The Non-Exclusive License Area Fee is subject to a CPI increase annually as of the Effective Date and, at County's discretion, by appraisal every 5 years, in the same manner as provided for Rent in Section 5.2 below.

1.7. Board of Supervisors

Board of Supervisors means the Napa County Board of Supervisors.

1.8. Business Day

Business Day means any day other than a Saturday, Sunday, or County holiday when County offices are scheduled to be closed to the public.

1.9. Certificate of Occupancy

Certificate of Occupancy means any final certificate of occupancy issued by the County which allows the occupancy and use of a building for its intended purpose.

1.10. Construction Contract

Construction Contract means any general contract between Lessee and any general contractor to perform Work at the Premises.

1.11. County Code

County Code means the Napa County Code, as amended from time to time.

1.12. County Fiscal Year

The accounting period of the County beginning July 1st and ending June 30th.

1.13. County Relocation Project

The entire area constituting the Primary Premises shall not be available or transferred to Lessee's possession as of the Effective Date of this Agreement as the County needs to relocate some existing facilities to ensure ongoing Airport operations. The County's Relocation Project includes the County relocating its existing offices out of the pre-existing terminal building, demolishing the pre-existing terminal building, vacating its storage facilities, ensuring the relocation of the self-serve island, realignment of a section of sanitary sewer main, and relocating the airfield electrical vault and associated electrical lines that run under a portion of the Premises and a rotating beacon. Collectively these County projects shall be known as the County Relocation Project.

1.14. **Days**

Days, unless otherwise specified in this Agreement, shall mean calendar days.

1.15. **Director**

Director shall mean the Director of Public Works who serves as the Director of Aviation, or other position identified during the Term as the Director of Aviation by a future resolution of the Board of Supervisors. The term shall also include the Airport Manager to the extent designated in writing by the Director of Public Works or subsequently named Director of Aviation (to exercise those rights and/or obligations empowered in the Director under this Agreement.)

1.16. **Effective Date**

This Agreement shall be effective as of the date set forth in the Preamble, which shall be the date of execution by the County (the "Effective Date").

1.17. **E & I Costs**

Costs for design review, engineering, construction coordination, and inspections.

1.18. **Environmental Laws**

Environmental Laws means and includes all applicable federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and applicable federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or superlien or environmental clean-up statutes.

1.19. **Event of Default**

Event(s) of Default includes, but is not limited to, those events described in Section 13 of this Agreement.

1.20. **Expiration Date**

Expiration Date means the date thirty (30) years from the Effective Date, subject to option terms and earlier termination as provided in this Agreement.

1.21. Fixed Base Operator or FBO

Fixed Base Operator or FBO has the meaning set forth in the Napa County Airport Rules and Regulations.

1.22. Force Majeure

Force Majeure means any act of God (including without limitation fires, explosions, earthquakes, drought, tidal waves and floods); labor strike, lockout, or regional inability to procure fuel, materials, equipment, or labor; riot; local, state or national emergency; pandemic; war or warlike act (including without limitation cyber or physical invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, military or usurped power, or civil war) or terrorist act; contamination, any electrical blackout or brownout for an extended duration; any failure or defect in the supply, quantity or character of electricity or water furnished to rate payers; or other serious incident. Such Force Majeure events and the period of time that the event(s) will have taken place shall be those recognized by the Director in writing.

1.23. Fuel Flowage Fees

Fuel Flowage Fee(s) means any fee(s) or charge(s) imposed by County for the privilege of engaging in the retailing or delivery of fuel petroleum products (both aviation and non-aviation type), lubricants, and propellants on the Premises or on authorized locations on the Airport. Any such Fuel Flowage Fee(s) will be established and revised from time to time by the County. Lessee's payment of any such Fuel Flowage Fee(s) shall not be offset against any Rent, fees, or charges otherwise due pursuant to this Agreement, except to the sole extent the Fuel Flowage Fees paid by Lessee are attributed towards meeting the Fuel Flow Minimum Annual Guarantee ("Fuel MAG") set forth in Section 5.6.

1.24. Hazardous Materials

Hazardous Materials means any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or become listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court with jurisdiction over the Premises; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

1.25. Incurable Default

Incurable Default means a default by Lessee, detailed in Sections 13.1.7, 13.1.10, or 13.1.16 that, notwithstanding any provisions to the contrary in this Agreement, Lessee is not entitled to attempt to cure.

1.26. **Interim Facility**

Interim Facility means any facility approved by the Director intended to satisfy Lessee's requirements during the Pioneering Period. Any Interim Facility shall meet all applicable building and fire codes as evidenced through a building permit issued by the County's Building Division.

1.27. **Large Hangar**

Large Hangar means the 30,000 square feet (SF) commercial hangar situated on a leased area of approximately 59,049 SF located at 2038 Airport Rd. Napa, CA 94558, which is further depicted in Exhibit A-3.

1.28. **Laws**

Laws means all present and future applicable judicial decisions, statutes, laws, ordinances, regulations, building codes, fire codes, Airport Rules and Regulations as amended from time to time, orders and requirements and policies of all governmental authorities including without limitation County, state, municipal, or the federal government including the FAA and federal agencies, and their departments, boards, bureaus, commissions, and officials and such other authority as may have jurisdiction including, without limitation, any regulation or order of a quasi-official entity or body.

1.29. **Leasehold Improvements**

Leasehold Improvements means Lessee's capital improvements to be constructed by Lessee on the Premises pursuant to Section 6 of this Agreement.

1.30. **Lessee Address**

Lessee Address means the following information for notices to Lessee in addition to the notices requirements set forth in Section 39 below:

Name:	Dawud Crooms
Title:	General Counsel
Mail Address:	5201 Tennyson Parkway, Suite 150 Plano, TX 75024
Street Address: (If different)	
Telephone:	945-348-3006

E-mail Address: (email Notices cannot be used in lieu of Notice Required under Section 39 of this Agreement)	Dawud.Crooms@atlanticaviation.com

1.31. Minimum Standards

Minimum Standards means the Airport's General Aviation Minimum Standards adopted May 7, 2019.

1.32. Non-Exclusive License Areas

The Non-Exclusive License Areas are those areas depicted in Exhibit A-2 between the Primary Premises and the Adjacent FBO's leasehold and between the Primary Premises and the edge of the Movement Area. The Non-Exclusive License Areas are anticipated to (1) directly benefit Lessee's use of the Premises, and (2) be regularly used by the County, Lessee, Adjacent FBO, and other Airport users. Accordingly, the Non-Exclusive License Areas shall remain under the County's possession throughout the Term. Those Non-Exclusive License Areas (South FBO Non-Exclusive License Areas NE1, NE2, and NE3) with a coincident boundary with the Primary Premises and depicted in Exhibit A-2 by the same name shall be referred to collectively herein as the South FBO Non-Exclusive License Area and each shall be legally defined in Exhibit C. Those Non-Exclusive License Areas (North FBO Non-Exclusive License Areas NE1, NE2, and NE3) with a coincident boundary with the Adjacent FBO and depicted in Exhibit A-2 by the same name shall be referred to collectively herein as the North FBO Non-Exclusive License Area. These naming conventions shall not convey any additional or unique rights over any portion of the Non-Exclusive License Areas and are referenced as such herein solely in connection with the additional fees, reconstruction, striping, and maintenance obligations of those portions of the Non-Exclusive License Area required of Lessee under this Agreement.

1.33. Party or Parties

Party or Parties means, as applicable, County and/or Lessee, and their respective permitted successors and assigns.

1.34. Permitted Activities

Permitted Activities means Lessee's use of the Premises as provided for in Section 4 of this Agreement.

1.35. Person

Person means an individual, a corporation, a limited liability company, a partnership, a joint venture, a trust, or any other legal entity or form of business association.

1.36. Pioneering Period

In accordance with Section 1.5 of the Minimum Standards, the County is allowing a Pioneering

Period where Lessee can operate for a period of time under terms and conditions less than those set forth within the Airport's Minimum Standards. The Pioneering Period for this Agreement shall run from the Effective Date until 31 months after the Effective Date. The County will diligently pursue completion of the County Relocation Project and both Parties understand the Work on the hangar and terminal required under the Leasehold Improvements cannot begin until the County Relocation Project is completed; however, if the County Relocation Project is not completed by 16 months after the Effective Date, the Pioneering Period and the dates for Lessee's milestones/requirements set forth in Exhibit F shall each be extended by one day for each day that the Notice of Completion for the County Relocation Project is recorded beyond 16 months after the Effective Date. If delays of the completion of County Relocation Project exceed twelve (12) months, the Parties shall administratively amend this Agreement to reflect such extension of completion of the project and day-for-day extension of the Pioneering Period and dates for Lessee's milestones/requirements set forth in Exhibit F. If such an amendment is necessary, the scope of the amendment shall be limited to changing the duration of the Pioneering Period. The Pioneering Period shall also be extended by one day for each day that a force majeure exists that delays Lessee's Progress of Work.

1.37. **Plans and Specifications**

Plans and Specifications means the plans, blueprints, drawings, and construction specifications prepared by a licensed professional (architect, professional engineer, landscape architect, etc.) to be approved by the County's Building Division for construction of Lessee's Improvements.

1.38. **Rules and Regulations**

Rules and Regulations shall mean those Napa County Airport Rules and Regulations adopted by the Board of Supervisors by ordinance and incorporated into the Napa County Code by reference. The Rules and Regulations in effect at the execution of this lease were adopted by Napa County Ordinance No. 1437 on June 7, 2019.

1.39. **Work**

Work shall mean Lessee's construction, installation, repair, replacement, expansion, alteration, modification, demolition, or removal of any materials or Leasehold Improvements on the Premises.

Section 2. Term

The Term of this Agreement shall commence on the Effective Date and shall continue through the Expiration Date, unless the Agreement is terminated earlier in accordance with the terms of this Agreement. Lessee shall have the option to extend the Lease for up to two (2) consecutive, five (5) year periods (the "Option Terms") provided Lessee is not in default and has met Capital Investment Requirements in Section 6.1.2 of this Agreement. Lessee shall provide written notice of their intent to extend the Agreement no more than twelve (12) months and no less than nine (9) months prior to the Expiration Date. During the Option Terms, rents, fees, and charges shall continue to be adjusted pursuant to Section 5 of this Agreement.

Section 3. Premises

The combination of the Initial Primary Premises, Pioneering Period Premises (until those Pioneering Premises are surrendered to the County at the end of the Pioneering Period), Supplemental Primary Premises No. 1, Supplemental Primary Premises No. 2, Supplemental Primary Premises No. 3, and Supplemental Primary Premises No. 4 in Lessee's possession pursuant to this Section shall be collectively known as the "Premises." The Premises as depicted in Exhibit A-1, A-2 and A-3 and described in sections 3.1, 3.3, 3.4, 3.5, and 3.6 are preliminary and approximate. County will have legal descriptions of the Premises (excluding the Pioneering Period Premises) prepared by a licensed surveyor, at County's sole cost and expense, after execution of this Agreement and after submittal by Lessee of 30% civil improvement plans prepared by a professional civil engineer. Through execution of this Agreement, the Parties authorize the Director of Public Works to administratively amend this Agreement by swapping out the exhibits to incorporate the final legal description of Premises as Exhibit B and any resulting changes associated with depictions and Base Rent, Primary Premises Rent, and Non-exclusive License Area Fee in Exhibits A-1, A-2, A-3, B-1 and C-1, that may result from the final calculated areas.

The Premises shall be used by Lessee solely for the Permitted Activities. It is mutually agreed that Lessee's use and occupancy of the Premises is subject to the terms, covenants, and conditions hereof, and that Lessee covenants, as a material part of the consideration of this Agreement, to keep, perform, and observe each and all of said terms, covenants, and conditions.

3.1. Initial Primary Premises

The Initial Primary Premises shall consist of 20,000 square feet in the generally vicinity of location "31" as depicted in Exhibit A. The legal description of the Initial Primary Premises shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3, without changing the size. Subject to the terms and conditions herein, County leases to Lessee, and Lessee leases from County, the Initial Primary Premises from the Effective Date until the Expiration Date plus any Option Term(s). County also transfers by sale for a total cost of $1.00, and Lessee hereby accepts, ownership and possession of existing fuel farm equipment located on the Initial Primary Premises in "as-is" condition, without express or implied warranty as to its operability or accuracy.

3.2. Pioneering Period Premises

The Pioneering Period Premises shall consist of approximately 5,000 square feet of ground space in the vicinity of the Fuel Farm facility as generally depicted in Exhibit A-1[with final location and square footage to be determined by Director]. Subject to the terms and conditions herein, County leases to Lessee, and Lessee leases from County, the Pioneering Period Premises for the Pioneering Period for the purpose of providing fuel services while the Fuel Farm is being upgraded.

3.3. Supplemental Primary Premises No. 1

Supplemental Primary Premises No. 1 shall consist of 275,766 [APPROXIMATE] square feet identified as "South FBO – SP1" and generally depicted in Exhibit A-2. The legal description of the Supplemental Primary Premises No. 1 shall be incorporated into Exhibit B of this Agreement

by administrative amendment in accordance with Section 3. Subject to the terms and conditions herein, County leases to Lessee, and Lessee leases from County, the Supplemental Primary Premises No. 1 from the Effective Date until the Expiration Date plus any Option Term(s).

3.4. Supplemental Primary Premises No. 2

Supplemental Primary Premises No. 2 shall consist of 64,530 [APPROXIMATE] square feet identified as "South FBO – SP2" and generally depicted in Exhibit A-2. The legal description of the Supplemental Primary Premises No. 2 shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3. Subject to the terms and conditions herein, the Supplemental Primary Premises No. 2 shall be a part of Lessee's Premises from the date County provides notice to Lessee of the completion of all or portions of the County's Relocation Project until the Expiration Date plus any Option Term(s).

3.5. Supplemental Primary Premises No. 3

Supplemental Primary Premises No. 3 shall consist of 80,175 [APPROXIMATE] square feet made up of that area identified as "South FBO – SP3" and generally depicted in Exhibit A-2. The legal description of the Supplemental Primary Premises No. 3 shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3. Subject to the terms and conditions herein, the Supplemental Primary Premises No. 3 shall be a part of Lessee's Premises from the date County provides notice to Lessee of the completion of all or portions of the County's Relocation Project until the Expiration Date plus any Option Term(s).

3.6. Supplemental Primary Premises No. 4

Supplemental Primary Premises No.4 shall consist of 59,049 [APPROXIMATE] square feet made up of that area identified as 30,000 square feet "Large Hangar" and approximately 29,049 square feet of surrounding area, generally depicted in Exhibit A-3. The legal description of the Supplemental Primary Premises No. 4 shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3. Subject to the terms and conditions herein, the Supplemental Primary Premises No. 4 shall be a part of Lessee's Premises from the date of Lease execution until the Expiration Date plus any Option Term(s).

3.7. Condition of Premises

3.7.1. "As Is" Condition

Lessee has carefully examined the current condition of the Premises, is satisfied with the current condition of the Premises, and understands that when each portion of the Premises is transferred to Lessee pursuant to the timeframes and events set forth in Sections 3.1, 3.2, 3.3, 3.4, 3.5, and 3.6 those Premises will be handed over in an "as is" condition, except as otherwise set forth herein. The County will demolish the existing terminal building (building 23 within Exhibit A) and will deliver the site with a finish grade two inches below the adjacent concrete and asphalt. The County represents that the demolition of the existing terminal building will be conducted in compliance with Environmental Laws relating to the Premises.

Lessee acknowledges that no representation or warranty has been made by County concerning

the nature, quality or suitability of the Premises for the Permitted Activities, or for any other purpose. Subject to County's obligations hereunder, Lessee accepts the Premises "as is", and as being in good, safe, and sanitary condition satisfactory for Lessee's use. Lessee assumes all risk and costs related to the development of the Leasehold Improvements and Lessee's operation and Lessee represents that it has made sufficient investigation with regard to construction of its planned improvements and any other matters relating to the planned Leasehold Improvements and any other matters related to the Permitted Activities and the Premises to satisfy itself of all matters related thereto. No rights, easements or licenses, implied or otherwise, are or shall be acquired by Lessee hereunder except as expressly set forth in this Agreement. Without limiting the foregoing, Lessee acknowledges that, except as otherwise set forth herein, County has made no representation or warranty regarding the existence of any Hazardous Materials in, on, upon, under or about the Premises or the Airport.

3.7.2. **CEQA/NEPA**

Lessee acknowledges that it has reviewed and will comply with CEQA, including the CEQA environmental documents, inclusive of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) prepared for and Notice of Determination filed in connection with the Napa County Airport Terminal Area Redevelopment Project, as prepared by the County's consultant and attached hereto as Exhibit H. Lessee shall coordinate with County, including expeditiously providing all information requested by the County to secure those NEPA approvals needed in advance of initiating construction on the hangars and terminal building required as part of the Leasehold Improvements.

3.8. **Pre-existing Hazardous Material**

3.8.1. The Parties acknowledge that Lessee and its organizational predecessors have occupied portions of the Premises continuously for many years, some portions since 1945. In Paragraph 14(b) of Napa County Agreement No. 3371 dated June 22, 1993, the Parties or their predecessors previously agreed to indemnify and hold one another harmless for pre-existing Hazardous Material contamination. The Parties shall continue to indemnify and hold one another harmless pursuant to Paragraph 14(b) of Napa County Agreement No. 3371, in accordance with the portions of the Premises and dates determined thereby, and Paragraph 14(b) is hereby incorporated into this Agreement by reference.

3.8.2. The Parties acknowledge that Lessee and its organizational predecessors have provided retail aviation fuel management services since 1993 pursuant to a series of agreements all identified as Napa County Agreement No. 3370, and subsequently pursuant to Napa County Agreement No. 6663. In Paragraph 10 of Napa County Agreement No. 6663, the Parties or their predecessors previously agreed to indemnify and hold one another harmless from Hazardous Material contamination at the location where the services were provided. The Parties shall continue to indemnify and hold one another harmless pursuant to Paragraph 10 of Napa County Agreement No. 6663, and Paragraph 10 is hereby incorporated into this Agreement by reference.

3.8.3 The Parties acknowledge that Lessee and its organizational predecessors have occupied Supplemental Primary Premises No. 4 (Large Hangar) since 1999 pursuant to Napa

County Agreement No. 4174. In Paragraph 10(b) of Agreement No. 4147, County agreed to hold harmless and indemnify Lessee from Hazardous Material contamination on the leasehold that pre-existed the effective date of the agreement, unless Lessee was the cause of the prior contamination. Lessee was responsible for any contamination which took place after the effective date of the agreement. The Parties shall continue to indemnify and hold one another harmless pursuant to Paragraph 10(b) of Napa County Agreement No. 4147, and Paragraph 10(b) is hereby incorporated into this Agreement by reference.

3.8.4 In the event any Hazardous Material found on, under or incorporated into the ground portion of the Premises are determined to have been placed or discharged thereon by persons other than County, Lessee, or Lessee's organizational predecessors, County and Lessee agree to cooperate with each other in the pursuit of all reasonably available remedies to ensure that financial responsibility for the costs of any required cleanup by County or Lessee is borne by such third parties to the extent such third parties are legally responsible.

3.9. Use of Non-exclusive License Area

Lessee may use the Non-exclusive License Area for access to and from the Premises, without unreasonably interfering with the use of the Non-exclusive License Area by others, and for the same or similar purposes as the Adjacent FBO and other Airport users. The Non-exclusive License Area depicted in Exhibit A-2 is preliminary and approximate. County will have a legal description of the Non-exclusive License Area prepared by a licensed surveyor, at County's sole cost and expense, after execution of this Agreement and after submittal by Lessee of 30% civil improvement plans prepared by a professional civil engineer. Through execution of this Agreement, the Parties authorize the Director of Public Works to administratively amend this Agreement by swapping out exhibits to incorporate the final legal description of the Non-exclusive License Area as Exhibit C and any resulting changes associated with Base Rent, Primary Premises Rent, and Non-exclusive License Area Fee in Exhibits B-1 and C-1 that may result from the final calculated areas.

Section 4. Uses, Privileges and Obligations

Neither Lessee, nor any of its employees or agents, shall conduct, transact or otherwise carry on any business or service on the Premises that is not specifically authorized by this Agreement. Lessee, as a Fixed Base Operator shall enjoy the uses and privileges, and shall incur the obligations in connection with its use of the Premises, as described herein.

County shall and does have the right, at the date of this Agreement and at any time during the Agreement term plus any Option Terms, to deal and contract with any other Persons for the leasing of other premises for general aviation purposes at the Airport. Lessee shall have the right to obtain and purchase materials, supplies, equipment and services in connection with its operations on the Airport from any Person of Lessee's choice, whether on or off the Airport; provided, that County shall retain the sole and exclusive right to license and regulate all Persons doing business on the Airport and provided, further, that County shall retain the sole and exclusive right to impose nondiscriminatory fees and charges on Persons supplying products or providing and performing services on the Airport for the privilege of conducting such business;

and provided, further, that County shall retain the sole and exclusive right to require Lessee, after written notice thereof, to terminate its use of any supplier or provider if that supplier or provider fails to conform to any applicable Law or with Airport Rules and Regulations. Such County fees are not applicable to suppliers and contractors used by Lessee to perform Work associated with the improvements identified in Exhibit F and Exhibit F-2.

The Premises shall not be used, and Lessee shall not permit the Premises to be used, for any purpose(s) other than the Permitted Activities without the prior written consent of the Director, which consent may be withheld in the reasonable discretion of the Director.

4.1. Exercise of Rights and Obligations

Lessee shall at all times comply with the Minimum Standards. Conditions and restrictions that affect Lessee's operations include, but are not limited to, the following:

4.1.1. Permitted Activities

Lessee shall use and permit the use of the Premises only for those aviation activities listed in Section 3 of the Minimum Standards or expressly provided for in this Agreement. Permitted Activities include marketing and promotional activities conducted in Lessee's ordinary course of business. Lessee shall obtain written authorization from the Director prior to engaging in any other activities on the Premises. Until such time that the Board may decide to amend the Airport's Rules and Regulations to expressly allow and set appropriate parameters on such gatherings or events, including those conducted for marketing and promotional activities, gatherings and events are expressly prohibited from any hangar space or other Premises except for those with building code occupancies of Group A and B (e.g., restaurant and office space) and in accordance with any occupancy loads determined by the Fire Marshal. With prior written authorization from the Director and in accordance with occupancy loads and safety criteria determined by the Fire Marshal and County Risk Manager, respectively, Lessee may have dignified grand opening events as it completes construction on its new and upgraded facilities to promote the FBO, Lessee, County, and Airport. Such events may not be held beyond completion of the improvements contemplated in this Agreement.

4.1.2. No Interference with Other Airport Services

Lessee shall not do or permit to be done anything on or about the Premises or the Airport which may interfere with the safe and efficient operation, management or development of the Airport. Without limiting the foregoing, Lessee shall not take any action that would affect the drainage and sewerage system, fire protection system, sprinkler system, alarm system, public announcement system, access control system, HVAC system, fire hydrants and hoses, if any, installed or located on, within or about the Premises or the Airport.

4.1.3. Inspections

Lessee shall ensure that its employees and agents make regular inspections of the Premises for the purpose of maintaining the degree of cleanliness, condition of repair and operational ability of the Premises required under this Agreement.

4.1.4. **No Interference with Use and Operation of Airport**

Lessee shall conduct its operations at the Airport and on the Premises in such manner as will reasonably control the emanation from the Premises of dust, noise, vibration, movement of air fumes and odors so as not to unreasonably interfere with the use and operations of others at the Airport.

4.1.5. **No Conflict with Insurance**

Lessee shall not knowingly do or permit anything to be done, in or about the Premises that could reasonably be expected to: (i) invalidate or be in conflict with, or cause cancellation of, the provisions of any insurance policies covering the Premises, the Airport or any property located thereon; (ii) result in a refusal by casualty insurance companies to insure the Premises, the Airport or any other property located thereon in amounts and on terms and conditions required by County; (iii) subject County to any liability or responsibility for injury or damages to any Person or property by reason of any activity, use, business operation or other practice conducted on the Premises; or (iv) cause any increase in any insurance rates for the Airport or any other property located thereon.

4.1.6. **Hazardous Materials**

Lessee shall comply in all material respects with all requirements of Exhibit D in connection with the existence, storage, use, release, and/or disposal of Hazardous Materials on the Premises. The provisions of Exhibit D shall be in addition to all other obligations or requirements under any Environmental Laws relating to the Premises. In the event of any conflict between the provisions of Exhibit D and the provisions of any applicable Environmental Law, the stricter provision shall prevail.

4.1.7. **No Waste or Nuisance**

Lessee shall not do, or cause or permit anything to be done, in or about the Premises, or bring or keep anything thereon which will unreasonably increase the risk of fire or explosion on Airport property; or create a nuisance; or in any way obstruct or unreasonably interfere with the rights of others on Airport property, injure or unreasonably annoy them; or allow any sale by auction on the Premises; or commit or suffer to be committed any waste upon the Premises; or use or allow the Premises to be used for any unlawful purposes or to be operated in such a way as to interfere with Airport operations or safety; or do or permit to be done anything that would materially to injure the reputation or appearance of the Premises.

4.1.8. **Pioneering Period Exemptions**

During the Pioneering Period, Lessee will not be required to meet those Minimum Standards applicable to operation within the dedicated Fuel Farm and the amount of terminal space. To provide for Lessee's operations during the Pioneering Period, Lessee desires and County is willing to lease those Pioneering Period Premises adjacent to the Fuel Farm.

Prior to the expiration of the Pioneering Period, which may be extended pursuant to Section 1.36, the Lessee shall have completed the construction of all the Leasehold Improvements to meet the Minimum Standards. (All other Minimum Standards shall apply throughout the term of the Agreement, including the Pioneering Period.)

4.2. Access

4.2.1. General

All means of access provided by County pursuant to this Section shall, without exception, be in common with such other Persons as County may authorize or permit, and all such users of access shall be subject to and comply with all applicable Laws.

4.2.2. County's Right to Close or Alter Access

County shall have the right at any time to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Lessee's use pursuant to this Agreement, or otherwise, either temporarily or permanently, provided that reasonable advance written notice shall be provided to Lessee and a reasonably convenient and adequate means of ingress and egress (for pedestrians, vehicles and aircraft) shall exist at all times for Lessee or be provided in lieu thereof at County's expense. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Lessee's obligations under this Agreement.

4.2.3. No Interference with Access Rights

Lessee shall possess the right of ingress to and egress from the Premises over Airport roads, taxiways, and/or other routes as may be necessary in its operations and/or in fulfillment of the terms of this Agreement subject to Airport Rules and Regulations, including without limitation those pertaining to badge, permitting, and other security requirements. Lessee agrees that in its exercise of such right of ingress and egress to and from the Premises that it (a) shall not impede or interfere unduly with the operation of the Airport by the County, its lessees, or other authorized occupants; and (b) such rights may be suspended or revoked by the Director in the event of any default that Lessee fails to make reasonable efforts to cure within thirty (30) days of receiving notice of the default from County, an emergency, or a threat to the Airport; provided that such right of ingress and egress will be immediately restored upon the remedy of the default or conclusion of the emergency or threat.

4.2.4. No Personal Property Outside Premises

Except for permitted fueling and permitted off-Premises operations and notwithstanding its ongoing ingress and egress rights to the Premises, Lessee shall have no right to place any personal property or equipment on, or conduct any operations in, any areas outside the Premises. Truck routes shall be as designated from time to time by the Director. Said rights of ingress, egress and roadway use shall likewise apply to Lessee's suppliers, including without limitation the right of transport of equipment, material, cargo, machinery and other property; provided, that such right of ingress and egress shall not alter or affect whatever contractual arrangements may now or hereafter exist between County and the suppliers or furnishers of service to Lessee.

4.3. Signs

Lessee shall comply with Section 3.22 of the Development Standards and shall not install, erect, affix, paint or place any sign, lettering or other text or graphic production in or upon any exterior portion of the Leasehold Improvements on the Premises except with the prior written consent of the Director, which consent shall not be unreasonably withheld. Any and all signs, lettering, text or graphic production, or any replacement thereof, which may be permitted by the Director shall

be subject to, and comply with, present and future Airport signing standards and County ordinances. Any and all such signs, text or graphic production shall be removed by Lessee at its sole cost and expense upon termination or expiration of this Agreement, without injury or damage to or defacement of any part of the Premises. Lessee will promptly restore to their original condition those portions of the Premises from which such advertising device or media have been so removed, normal wear and tear excepted. Under no circumstances may any advertising sign, text or graphic production be placed on the Premises (excluding approved signage as set forth above).

4.4. Non-Rent Obligations Beyond the Minimum Standards

In addition to all other obligations set forth in this Agreement, Lessee shall meet those other obligations set forth below:

4.4.1. Community Benefits

To promote the Airport, its use by the Napa County community, and the next generation of Airport users and businesses, Lessee shall use commercially reasonable efforts to highlight the services available at the Airport through charitable donations of (1) services (charter flights; flight training; etc.) or funds to Napa County based 501(c)(3) non-profit organizations, (2) scholarships to students attending Napa County schools planning to study aeronautical related majors (business, engineering, etc.), (3) County sponsored Airport events, or (4) a combination of (1), (2)and (3).

By May 1 of each year throughout the Term of the Agreement, Lessee shall provide a report to the Airport Manager detailing how Lessee participated in community benefits described above.

4.4.2. Self-Serve Facility

4.4.2.1. Moving Pre-Existing Self-Serve Facility

Pursuant to Napa County Agreement No. 200377B (formerly Agreement No. 6163), as amended and as may be amended in the future, Lessee shall relocate, at Lessee's sole cost, the Pre-Existing Self-Serve Facility including but not limited to tank relocation, installation of underground utilities, permitting, and vacating and restoring the initial license area to the satisfaction of the Director.

4.4.2.2. Providing Self-Serve Facility, Maintenance, and Operation

Pursuant to Napa County Agreement No. 200377B (formerly Agreement No. 6163), as amended and as may be amended in the future, Lessee shall operate and maintain a 24-hour self-service branded aviation 100LL fuel dispensing system ("Self-Serve Facility") until such Agreement is terminated or expires. Provided that Lessee relocates the Self-Serve Facility pursuant to Napa County Agreement No. 200377B, the parties agree that Lessee will maintain and operate a Self-Serve Facility throughout the Term of this Agreement in accordance with terms and conditions substantially consistent with Exhibit "J," which shall be memorialized under a separate Space License Agreement with County. Upon execution of a new Space License Agreement for Self-Serve Facility operation and maintenance, Napa County Agreement No. 200377B will be

terminated.

4.4.3. **Other Improvements**

Lessee shall (1) reconstruct the South FBO Non-Exclusive License Area, (2) cooperate with County, aeronautical users, emergency responders, and other commercial operators at the Airport regarding movement through the Non-Exclusive License Areas, (3) complete the construction and maintenance of those connected parking areas on Lessee's site plan, as generally depicted in Exhibit F-2 and to be replaced with 30% plans upon administrative amendment of this Agreement to add legal descriptions of Premises and Non-Exclusive License Areas in Exhibit B and C, respectively, (4) coordinate with the Adjacent FBO to construct and provide County and emergency vehicles access to and through a 20' wide secure, automatic gate (connected to an Opticom system) where the Non-Exclusive License Area crosses onto the AOA, and (5) coordinate shared parking operation and maintenance, including striping, water quality elements, and aesthetically pleasing vegetation to ensure consistency of operations and maintenance across the combined Shared Parking Area of Lessee and the Adjacent FBO as depicted on Exhibit A, which shall meet reasonable operations and maintenance requirements set by the Director.

4.4.4. **Transparency in Rates, Fees, and Charges**

Lessee shall publicly publish its price for 100LL, by posting at the Lessee's facility and to standard industry websites, and the facility ramp fee with no fuel purchase on its location website.

With the exception of Fuel Flow Fees, and unless otherwise required by Federal or State policy, Lessee shall not separately charge or invoice customers for any Napa County taxes, charges, or rent recovery fees, except as approved by the Airport Manager.

4.4.5. **Flight Training Operator**

Throughout the term of this Agreement, Lessee agrees to provide flight training services in compliance with the Airport's Minimum Standards either directly by utilizing its own employees or through a sublessee to ensure flight training opportunities remain at the Airport.

4.5. **Charge For Unauthorized Services and Uses**

In the event County has reason to believe Lessee is using or permitting the use of the Premises in a manner other than as expressly authorized under this Agreement or providing unauthorized services on the Airport outside the Premises, County may provide Lessee with written notice thereof. Lessee shall respond in writing to County within ten (10) business days of receiving such notice. If Lessee breaches this Agreement by using or permitting the Premises to be used in any manner other than as expressly authorized under this Agreement or by providing unauthorized services on the Airport outside of the Premises, Lessee shall pay County a sum equal to one hundred percent (100%) of the Gross Receipts for any such service or use; provided that Lessee may request mediation pursuant to Section 38 and the payment of any such sum in this Section 4.5 shall be stayed until a resolution is obtained. Said payment shall be further subject to the interest and charges as applied to any late rent. As used in this section, the term "Lessee" shall include Lessee, its employees, agents, successors, assigns, affiliates, sublessees,

concessionaires, licensees, or any person acting under contract with Lessee or on Lessee's behalf. As used in this section, the term "Gross Receipts" shall mean all revenue of every kind and nature derived by Lessee from, or attributable to, the operation of the unauthorized services on Premises whether for cash or credit, without any deduction for credit card discounts or credit card services, or any other discounts attributable to affiliation with a third party, and whether the same shall be paid or unpaid, excluding only sales or excise taxes stated separately and collected from a customer for remittance to a taxing authority. All charges for unauthorized services and uses are due and payable as Additional Rent. Such unauthorized use shall also constitute a default of this Agreement pursuant to Section 13.1.6.

Section 5. Rent, Fees and Charges

5.1. Base Rent

Commencing on the Effective Date and continuing throughout the Term plus any Option Term(s), Lessee shall pay Base Rent subject to increases as set out below. Base Rent shall be due and payable in advance in twelve equal monthly payments on the first day of every month in accordance with the provisions of Section 5.7. In the event that the Effective Date is neither the first nor the last day of the calendar month, payment of the Base Rent for the first and last month of the Term shall be prorated. The Base Rent payment for that first partial month shall be due and payable within ten (10) days from the Effective Date. If the Expiration Date or earlier termination date occurs on a day other than the last day of a month, Base Rent for the last month of the Term shall be prorated.

5.2. Adjustments to Base Rent

The Base Rent shall be subject to the following increases (as adjusted the "Adjusted Rent"): (i) at the option of the County, on each fifth (5^{th}) anniversary date of the Effective Date ("Appraisal Adjustment Date(s)") to reflect increases in the appraised value of the Premises; and (ii) on each one-year anniversary ("Percentage Increase Adjustment Date(s)") of the Effective Date (excluding each fifth anniversary date on which Appraisal Adjustments may be made pursuant to Section 5.2.2) in accordance with the provisions set out below ("Percentage Increase Adjustment Date(s)"):

5.2.1. Percentage Increase Adjustment Date(s)

The Base Rent shall be adjusted as of each Percentage Increase Adjustment Date (excluding any fifth anniversary of the Effective Date on which Appraisal Adjustments are made pursuant to Section 5.2.2 below), according to the following provisions:

5.2.1.1. Base Figure

The Base Figure for computing the adjustment shall be the Consumer Price Index ("CPI") for All Urban Consumers, All Items, for the San Francisco- Oakland–San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U. S. Department of Labor for the month one year prior to the Percentage Increase Adjustment Date. In the event that the CPI is not published for the applicable month, the Base Figure shall be the next succeeding CPI published.

5.2.1.2.**Index Figure**

The Index Figure for each Percentage Increase Adjustment Date shall be the most recent CPI for All Urban Consumers, All Items, for the San Francisco- Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor as of the Percentage Increase Adjustment Date. For example, if the Percentage Increase Adjustment Date is December 15, 2023, the Index Figure shall be the CPI for October 2023. In the event that the CPI is not published for such month, the Index Figure shall be the CPI for the latest CPI published as of the month of the Adjustment Date.

5.2.1.3.**Percentage Increase Adjustment Date**

For each Percentage Increase Adjustment Date, if the Index Figure has increased over the Base Figure, the Adjusted Rent payable from that Percentage Increase Adjustment Date and until the next Percentage Increase Adjustment Date shall be determined by calculating the percentage increase of the Index Figure over the Base Figure. For example, assuming the Base Figure is 302 and the Index Figure is 311, the percentage to be applied is (311-302)/302=0.0298=2.98%. That percentage shall be applied to the Base Rent last in effect to calculate the Adjusted Rent for the annual period beginning on the Percentage Increase Adjustment Date.

5.2.1.4.**No Decrease in Base Rent**

Regardless of any year-to-year or cumulative decrease in the CPI during the Term of this Agreement, in no event shall there be decrease in the Base Rent (or Adjusted Rent, as applicable).

5.2.1.5.**Alternative Index**

The index for the Percentage Increase Adjustment Date shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base different from the base period (1982- 84=100) used for the base figure above, the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau. If the above-described Department of Labor index is no longer published, another index generally recognized as authoritative shall be substituted by the Director.

5.2.2. **Appraisal Adjustment Date(s)**

At the option of the Director, the Base Rent may be adjusted as of each Appraisal Adjustment Date, according to the provisions of this section. If the Director does not opt to adjust base rent by appraisal, base rent will be adjusted according to Section 5.2.1.

5.2.2.1.**No Decrease in Base Rent**

In no event shall the Adjusted Rent set pursuant to this Section 5.2.2 be less than the Base Rent or Adjusted Rent in effect as of the immediately preceding percentage increase adjustment date.

5.2.2.2.**Identification of One Appraiser**

The Director will notify Lessee of County's proposed appraiser to value the then current fair market ground rent of the Premises pursuant to this Section 5.2. If the Lessee does not accept the Director's selected appraiser, Lessee may request the Parties meet and attempt for a period of

thirty (30) days to agree on one appraiser to determine the then fair market rental value of the Premises. If County and Lessee are able to agree on an appraiser, during the thirty (30) day period, such appraiser shall determine the then current fair market ground rental value of the Premises.

5.2.2.3.**Identification of Two Appraisers**

If the Parties are unable to agree upon a single appraiser, or if the parties do not meet before the one hundred fiftieth (150^{th}) day before the Appraisal Adjustment Date, then no later than the one hundred twentieth (120^{th}) day before the Appraisal Adjustment Date, Lessee and County each shall select an independent qualified real estate appraiser who shall be a member of a nationally or state recognized appraisal organization, who shall be certified by the State of California to conduct appraisals, who shall have at least ten (10) years of commercial real estate appraisal experience; and who has performed at least one appraisal of airport property and notify the other Party of such appraiser.

5.2.2.4.**Appraisal Process**

If the Parties agree on a single appraiser as provided in Section 5.2.2.2 above, such appraiser shall appraise the then-current fair market ground rental value of the Premises as provided in this Section 5.2.2.4. If two properly selected appraisers are selected by County and Lessee pursuant to 5.2.2.3, each such appraiser within ninety (90) days following their selection, shall conduct an appraisal to establish the then current fair market ground rental value of the Premises taking into consideration the terms of this Agreement as if the Premises were vacant, without the Leasehold Improvements placed thereupon by Lessee, and were available for lease under the same terms and conditions as this Agreement. The cost of each appraisal shall be borne by the Party selecting the appraiser who prepared the appraisal (provided the cost of an appraiser jointly selected by County and Lessee shall be borne equally by each Party). Once both such appraisers complete their appraisals, a copy of each appraisal shall be delivered to Lessee and to County not later than thirty (30) days before the Appraisal Adjustment Date. Any appraisal not delivered within the time period set out above shall be disregarded.

5.2.2.5.**Reconciliation of Appraisals**

If the higher appraisal of the fair market ground rental value of the Premises exceeds the value in the lower appraisal by ten percent (10%) or less of the lower appraisal of the fair market ground rental value of the Premises, then the two fair market values for the Premises contained in the two appraisals shall be added together and divided by two to establish the fair market ground rental value of the Premises. If only one of the two appraisals is timely delivered, then the fair market ground rental value set out in the one timely delivered appraisal shall establish the fair market ground rental value of the Premises. If the higher appraisal of the fair market rental value of the Premises is more than ten percent higher than the lower appraisal, then the fair market ground rental value of the Premises shall be determined pursuant to Section 5.2.2.6. If the fair market ground rental value of the Premises is not determined pursuant to this subsection, then within ten (10) days after Director's receipt of the last appraisal, Director shall call the two appraisers together in order for them to discuss material differences in their respective appraisals, with the intent to have them determine a single mutually agreeable fair market ground rental for the Premises.

5.2.2.6.**Selection of Third Appraiser**

If two appraisers are timely selected and the higher appraisal is not within ten percent (10%) of the lower appraisal (as described in subsection 5.2.2.5 above) or the two appraisers fail to reach mutual agreement as to the fair market ground rental value within ten (10) days after they commence fair market ground rental value discussions as provided in subsection 5.2.2.5 above, the two appraisers shall themselves select a third, independent real estate appraiser, who shall have the same qualifications as required above. The cost of the third appraiser shall be borne equally by County and Lessee, as shall any other expenses, if any, of the costs of selecting a third appraiser. The third appraiser shall appraise the Premises taking into consideration the terms of this Agreement, as if said Premises were vacant, without the Leasehold Improvements placed thereupon by Lessee, and were available for lease under the same terms and conditions as this Agreement and shall submit said appraisal to County and Lessee within sixty (60) days of such appraiser's selection.

The three appraisers shall then, within thirty (30) days of the submission of the third appraisal, meet and attempt to agree upon the then fair market ground rental value of the Premises as set forth above. A decision joined in by a majority of the appraisers shall be final.

If a majority of the three appraisers cannot agree upon a fair market ground rental value pursuant to this subsection, then they shall so notify County and Lessee, and the fair market ground rental value of the Premises shall then be established as follows:

i. If the low appraisal and/or the high appraisal is/are more than ten percent (10%) lower or higher than the middle appraiser, then the low and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by two (2); the resulting quotient shallthen be the fair market ground rental value of the Premises.

ii. If both the low appraisal and the high appraisal are disregarded as stated in subparagraph (i), the middle appraisal shall then be the fair market ground rental value of the Premises.

5.2.2.7.**Adjusted Rent**

Once the fair market ground rental value of the Premises has been determined, the Adjusted Rent shall be effective as and from the Appraisal Adjustment Date, and until the next following Percentage Increase Adjustment Date, at which time the Adjusted Rent shall be subject to increase pursuant to Section 5.2.1 above.

5.2.2.8.**Extensions of Time to Conduct Appraisals**

The time periods for calculating the Adjusted Rent by appraisal may be extended by the Director, provided that any Adjusted Rent shall be effective as and from the then applicable Appraisal Adjustment Date. Upon determination of the Adjusted Rent, underpayments, if any, shall be immediately paid to County.

5.3. Additional Rent – Minimum Annual Guaranteed (MAG) – Taxes

Not later than March 1 each year, including the March 1st following the end of the Term of this Agreement plus any Option Term(s), Lessee shall provide a report to the Director of all property taxes paid directly to Napa County (i.e. possessory interest taxes stemming from this Agreement and personal property taxes, including based aircraft paid directly by Lessee or by an aircraft owner or operator whose personal property tax obligations to Napa County are a result of time the aircraft hangars on the Premises pursuant to an executed agreement), itemizing the total amounts of all such taxes paid by the Lessee during the preceding calendar year ("Annual Report of Taxes Paid").

Subject to Lessee's right to contest a tax or charge set forth in Section 19.6, this Annual Report of Taxes Paid shall be accompanied by payment to the County, as additional rent, a sum equal to the amount, if any, that the total of such taxes actually paid by Lessee during the preceding calendar year does not exceed the minimum annual guaranteed amount for such taxes paid to Napa County of $200,000 per year. For example, if in any given calendar year the combined total of Lessee's Possessory Interest taxes, property taxes on leasehold improvements, and property taxes paid by aircraft owners subleasing space from Lessee is $175,000, then $25,000 would be paid as additional rent to the Airport.

5.4. Security Deposits

Lessee agrees that prior to execution of this Agreement, it will, at its own expense, deliver to the Director and thereafter maintain during the Term, either (i) a letter of credit in an amount equal to three (3) months of Base Rent based on the combined square footage of the Premises described in Sections 3.1, 3.3, 3.4, 3.5, and 3.6, payable to "Napa County" and naming County as obligee, or (ii) the same amount in cash, as a refundable non-interest bearing security deposit. The letter of credit shall be an irrevocable ("clean") letter of credit, substantially in the form attached to this Agreement as Exhibit E. The letter of credit or cash security deposit shall be maintained in full force and effect during the Term and during any holdover period at the expense of Lessee, to ensure the faithful performance by Lessee of all the covenants, terms and conditions of this Agreement, inclusive of but not restricted to the payment of all considerations provided herein. In addition to the minimum requirements set out in the form attached to this Agreement as Exhibit E, any letter of credit issued to the County under this Agreement shall, at a minimum, meet the following express requirements:

a. It shall be an irrevocable standby letter of credit, with an expiration date no earlier than twelve (12) months from the date of submittal; and

b. It shall be issued by a financial institution acceptable to the County's Auditor-Controller whose long term obligations are rated at least "B" by Thompson Bank Watch, Inc. (or a similar rating by any other rating agency) with a branch office in Napa County.

All banking charges with respect to the letter of credit shall be at the sole expense of Lessee. No later than thirty (30) days after each Percentage Increase Adjustment date or Appraisal Adjustment Date, as applicable, Lessee shall increase the Security Deposit to equal one year of

the then applicable Adjusted Rent.

5.5. **Activity Fees**

Lessee's use of land or facilities outside of the Premises is subject to reasonable and non-discriminatory Activity Fee(s) and the written permission of the Director. The Director shall provide in such written permission the Board of Supervisors-approved or agreed-upon amount of the Activity Fee(s) related to such use, any land or facilities of the Airport beyond the Premises for any purpose, use or activity not contemplated under this Agreement or any other agreement between the County and Lessee or applicable parties. Lessee shall pay the Activity Fee(s) listed in the Director's written permission within thirty (30) days, in addition to the Rent, charges or other fees for the privilege of using the Premises. The term Activity Fee(s) shall, for the purposes of this Agreement, be deemed to include, but not be limited to, parking of aircraft outside the Premises.

5.5.1. **Fuel Flowage Fees**

In addition to any other Activity Fees which Lessee is required to pay to County pursuant to Section 5.5 above, County shall assess Fuel Flowage Fees for any retailing or delivery of fuel petroleum products by Lessee pursuant to the fee schedule, and as provided by resolution of the Board of Supervisors, in amounts that will not be increased in the first four (4) years after the Effective Date, but may be amended from time to time after that. Lessee's use of gasoline and diesel fuel in its mobile refuelers and ground servicing equipment is exempt from Fuel Flowage Fees.

5.5.2. **U.S. Customs Service**

Lessee agrees that if at any point during the Term of this Agreement, the County, in consultation with Lessee, determines that it is feasible to establish U.S. Customs Services at the Airport, Lessee shall pay those costs established by the County to defray the costs of providing U.S. Customs and Border Protection Agency services which may include but is not limited to costs associated with providing space, security, and infrastructure upgrades. Lessee's proportional share of such costs shall be in proportion to the anticipated number of annual clearances to be performed for Lessee or its customers as a function of all annual clearances. Such payments shall be made in a manner, and as reasonably directed by, the County pursuant to ordinance or other official policy setting a fee and reimbursement schedule for all Airport users.

5.6. **Additional Rent – Minimum Annual Guaranteed (MAG) – Fuel Sales**

In addition to the Base Rent, Lessee's rent shall include Lessee's obligation to pay Fuel Flowage Fees of a Minimum Annual Guaranteed amount (i.e. Fuel MAG) each Fiscal Year of the Term. The Fuel MAG shall be set at $350,000 per County Fiscal Year (July 1st thru June 30th) of the Agreement for the first four (4) fiscal years. Beginning in the fifth (5th) fiscal year, the Fuel MAG shall be increased by two percent (2%) for each subsequent County Fiscal Year. The Fuel MAG will be prorated in the first and last years of the Term if the Effective Date does not commence on the first day of the Fiscal Year (July 1st). In any Fiscal Year that Lessee fails to pay Fuel Flowage Fees to County equal to or in excess of the then applicable Fuel MAG, Lessee shall remit payment within thirty (30) days to County of an amount equivalent to the Fuel MAG

for that Fiscal Year minus Lessee's actual payments of Fuel Flowage Fees during that Fiscal Year. This obligation to meet or exceed the Fuel MAG as additional rent shall not in any way reduce or otherwise alter Lessee's obligations to pay Fuel Flowage Fees.

At the outset of this Agreement, the Parties agree that the fuel flow fees shall be set at $0.25 per gallon for jet fuel and $0.12 per gallon for Avgas. Lessee hereby acknowledges and the Parties hereby agree that County may increase those fuel flow fees by resolution of the Board of Supervisors after the first four (4) years of the term of the Agreement, but that such increases to the per gallon fees shall not alter the Fuel MAG as provided for in this section and that such increases shall be universally applied to all Persons at the Airport.

5.6.1. **Monthly Activity Report**

On or before the tenth (10th) business day of each month following commencement of operations on the Premises, without notification from County, Lessee shall provide to the Director a monthly activity report for all Activity Fees, in such form and detail as provided by the Director, which may be updated in writing pursuant to the Notice requirements herein from time to time. For Fuel Flowage Fees, the Monthly Activity Report shall set forth at a minimum, the total amount of gallons of fuel purchased at wholesale and date of purchase, and the retail price of fuel at time of retail sale or delivery, for the past monthly period. If the monthly activity report is not provided on or before the tenth (10th) day of each month as required herein, Lessee shall pay a delinquency fee for administrative expenses incurred by County for delays and invoices in the amount of $50.00 per day that the report is late until such date as the monthly activity report is submitted to the Director. County shall provide written notice to Lessee of any delinquent activity report within ten (10) Business Days after such activity report has become delinquent. County's assessment of the delinquency fee shall be in addition to any other remedies that County may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted to Lessee, subject to Section 13.1.6.

5.7. **Payment of Rent, Fuel Flowage Fee, Activity Fees and Charges**

Description	**Amount**	**Due Date**	**Late Fee**
Base Rent	See Section 5.1	Due on or before the first day of each month	See Section 5.7.1.
Additional Rent Based Upon Tax MAG	See Section 5.3	March 1 each year	See Section 5.7.2.

Fuel Flowage Fee	See Section 5.5.1	Activity Report and payment due on the 10th Business Day of each month for the prior month.	See Section 5.7.2.
Additional Rent Based Upon Fuel MAG	See Section 5.6	July 30th each year	See Section 5.7.2.
Activity Fees	See Section 5.5; provided in writing by Director	Activity Report and payment due on the 10th Business Day of each month for the prior month.	See Section 5.7.2.
Miscellaneous and One-Time Charges (e.g, delinquency fee for monthly Activity Report (see Section 5.6.1))		Due and payable within 30 days of receipt of the County's invoice	See Section 5.7.2.

5.7.1. **Base Rent, Fees and Charges Payable in Advance**

Except as set forth herein to the contrary, Base Rent and any and all other fees and charges that are payable in advance shall be paid on or before the first day of each month ("Monthly Due Date"), without any requirement of notice from the County, deduction, credit or offset. Such Base Rent, fees and charges shall be deemed delinquent if not received by County on or before fifteen (15) days from the Monthly Due Date. Lessee shall be required to pay a late payment fee (12% per annum), calculated from the Monthly Due Date, for each day, or portion thereof, in each month that payment is not timely received by County, until payment is received by County. County reserves the right to require that any late payments be made only in a reasonable form to be specified by the Director, and County further reserves the right to reject any late payment that is not in such form approved by the Director. Notwithstanding anything to the contrary contained herein, if any Monthly Due Date is not a Business Day, then such payment shall not be due on such scheduled date but shall be due on the next succeeding Business Day and no interest shall accrue on the amount of such payment of Base Rent, fee or other charge from and after such Monthly Due Date to such next succeeding Business Day

5.7.2. **Fees and Charges Payable in Arrears**

Any fees and charges from the County which are paid in arrears for the preceding month's activity, except as otherwise expressly provided, are due and payable on or before the thirtieth (30th) day from the date of the County's invoice, and shall be deemed delinquent if not received by County on or before fifteen (15) days from such date. Lessee shall include a monthly activity report, as set forth above, for all fees and charges due with each monthly payment. Lessee shall be required to pay a late payment fee (12% per annum) calculated from the first day, for each day, or portion thereof, in each month that payment is not timely received by County. County reserves the right to require that any late payments be made only in a reasonable form as specified by the Director and County further reserves the right to reject any late payment that is not in a form approved by the Director. County reserves the right to audit any monthly activity reports and payments based upon such reports, and acceptance of any payments hereunder shall not operate as a waiver of County's right to collect monies determined to be due and owing.

5.7.3. **Location and Form of Payment**

All of the Base Rent, fees and charges shall be paid by (i) check made payable to the "Napa County Airport" and delivered or mailed to the Napa County Airport, Payment Processing – Airport, 2030 Airport Road, Napa, CA 94558, or to such other address as the Director may notify Lessee in accordance with Section 39, or (ii) electronic fund transfer. All such Base Rent, fees, charges and other amounts payable by Lessee shall be in lawful money of the United States of America and in same day funds as of the due date.

5.7.4. **Late Payment Fee Not Sole Remedy**

County's assessment of a late payment fee shall be in addition to any other remedies County may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted herein.

5.7.5. **Net Lease/No Offset or Deduction**

This Agreement shall be deemed and construed to be a "net lease" and all Base Rent payments shall be absolutely net. All Base Rent, additional rent, fees, charges and other sums due by Lessee under this Agreement shall be paid without deduction, credit or offset of any kind and exclusive of any amounts which County may now or hereafter owe to Lessee.

Section 6. Leasehold Improvements

6.1. General Conditions for Construction/Minimum Capital Investment

6.1.1. **Construction of Leasehold Improvements**

Lessee agrees that it shall construct, at its sole cost and expense, the Leasehold Improvements described in Exhibit F, including apron areas and hangars to accommodate the fleet mix described in Exhibit F-1, (737-700 BBJ is excepted from hangar accommodation requirements and apron design standards) and those improvements generally depicted on the site plan attached as Exhibit F-2 attached hereto and made a part hereof and to be replaced with 30% plans upon administrative amendment of this Agreement to add legal descriptions of Premises and Non-Exclusive License Areas in Exhibit B and C, respectively (collectively, the "Leasehold

Improvements"). Lessee's construction of the Leasehold Improvements shall be subject to the provisions of this Section and shall be at Lessee's sole cost and expense, without any reimbursement from County. The construction of the Leasehold Improvements will be done by Lessee pursuant to the terms of this Agreement. Lessee will occupy the Premises in its 'as is' condition. No part of the Leasehold Improvements shall be constructed, installed, expanded, modified, or removed; nor shall material modifications be made to the Leasehold Improvements without the prior written consent of the Director, which shall not be unreasonably withheld, conditioned, or delayed.

6.1.2. Minimum Capital Investment for Construction of Leasehold Improvements

It is expressly agreed and understood that Lessee is leasing the Premises, excluding the Large Hangar (Supplemental Primary Premises No. 4) for the purpose of developing and constructing the Leasehold Improvements in accordance with Plans and Specifications as specified in this Section 6, and maintaining and operating thereon a FBO in accordance with Section 4 of this Agreement. The Leasehold Improvements to be constructed by Lessee shall, at a minimum, include those structures and improvements as described in Lessee's Leasehold Improvements which is Exhibit F and improvements to the existing South FBO fuel farm attached hereto and contains the timeframes by which Lessee must meet or otherwise be subject to the enforcement described therein, and that Lessee shall expend no less than thirteen million six hundred thousand dollars ($13,600,000) to develop such Leasehold Improvements on the Premises (excluding Supplemental Primary Premises No. 4) at Lessee's sole cost and expense in accordance with the timeframes identified in Exhibit F and any qualified extensions. As used herein, "Minimum Capital Investment" shall mean and include the following Leasehold Improvement costs and expenditures made by Lessee: hard construction costs (including demolition, excavation, grading, and construction on the Premises and general contractor overhead and profit), soft costs up to 15%, and E & I Fees; however, no such costs associated with any improvements or alterations to the Pioneering Period Premises shall be counted towards meeting the Minimum Capital Investment. Soft costs include only the following expenses: architectural and design expenses, permitting, engineering, project management and professional fees.

6.1.3. Documentation of Minimum Capital Investment for Construction of Leasehold Improvements

Within ninety (90) days of completing construction or the issuance of a Certificate of Occupancy for each phase of the Leasehold Improvements, whichever occurs first, Lessee shall provide to the Director sufficient documentation, in such form and detail as the Director may require, to establish the amount Lessee has expended towards the Minimum Capital Investment on the Leasehold Improvements. Additionally, within ninety (90) days after completing the last of the Leasehold Improvements, Lessee shall provide to the Director sufficient documentation, in such form and detail as the Director may require, to establish the total amount Lessee has expended towards meeting the Minimum Capital Investment on the Leasehold Improvements.

The Director may, in that individual's sole discretion, expand the time for submitting said documentation by written notice to Lessee, and may require submittal of additional

documentation. In the event that the Director determines that Lessee has failed to expend the total Minimum Capital Investment for the Leasehold Improvements, the Director shall notify Lessee of any such deficiency. If the Director notifies Lessee that there was a deficiency in the costs expended in the construction of the Leasehold Improvements, then Lessee may submit additional documentation to Director evidencing its expenditure of the Minimum Capital Investment. In the event that Director reviews the same and determines, in its reasonable discretion, that Lessee has failed to expend the total Minimum Capital Investment, Lessee shall have twelve (12) months from the receipt of said notice to expend the amount of any such deficiency on additional improvements, additions, or betterments to the Leasehold Improvements, subject to all of the provisions of this Section 6. Lessee shall, within thirty (30) days after the expiration of said twelve (12) month period, provide further documentation to the Director sufficient to establish that Lessee has expended the amount of any such deficiency on additional improvements, additions, or betterments to the Premises (excluding Supplemental Primary Premises No. 4) via the Leasehold Improvements. If the Director determines, after such further documentation has been provided, that Lessee has failed to expend the Minimum Capital Investment, then the Director shall provide written notice to Lessee of the amount of such continuing deficiency, and Lessee shall have thirty (30) days from the date of such notice to pay to County an amount equal to the difference between the Minimum Capital Investment and the actual sum expended. Payment of said sum as required herein shall be deemed to be additional rent due and payable within said thirty (30) day period, and shall be subject to the payment provisions of Section 5 of this Agreement.

6.1.4. **Minimum Capital Investment for the Large Hangar**

Lessee shall make, in addition to the minimum requirements of Section 6.1.2, a minimum capital investment no less than one million four hundred eleven thousand three hundred seventy four dollars ($1,411,374), in qualified capital expenditures, to the Large Hangar (Supplemental Primary Premises No. 4) according to the schedule in Exhibit F. Qualifying capital expenditures to the Large Hangar may include, but are not limited to roof rehabilitation, hangar door overhaul, and repair of aircraft apron, vehicle parking pavement, or building structure. Other proposed major repairs and/or Improvements to the Large Hangar may be qualifying capital expenditures if the Director provides written approval prior to making any repairs and/or Improvements. If Lessee exercises its option to extend the lease by additional five-year Option Terms, additional qualifying capital investment required of tenants at that time shall be expended on the Large Hangar for each additional Option Term.

6.1.5. **Documentation of Minimum Capital Investment for the Large Hangar**

Lessee shall provide County with an ongoing accounting, with receipts, of all qualifying capital expenditures for the Large Hangar. Should Lessee fail to pay any portion of the required minimum capital investment amounts for Large Hangar, Lessee shall pay County the difference between the approved qualifying expenditures and the minimum capital investment amounts described in Section 6.1.4, plus an additional 20% for the County's administrative costs that will be incurred by making the improvements itself.

6.2. **Design of Leasehold Improvements**

6.2.1. **Construction Guidelines**

Lessee shall develop the Premises according to the published Development Standards dated May 7, 2019. Lessee shall cooperate with County's officers, employees, representative, and agents and shall comply with the Airport's Primary Management Compliance Documents, the County Code, and the permitting process of the County's Department of Planning, Building, and Environmental Services. If there is a conflict between the various requirements, the terms placing the most restrictions (i.e. greatest obligations) on Lessee shall prevail. Lessee acknowledges and agrees that County's representatives, including the Director, acting in their reasonable discretion, reserve the right to require modifications to any of Lessee's proposed design concepts.

6.2.2. **Lessee Responsible for Design and Construction Coordination**

Lessee's responsibility for the proper design and construction specifically includes the requirement to coordinate all civil engineering design elements within the development area, including, but not limited to the apron; building pads; water quality elements, including storm drainage; shared parking; underground piping; sewer; and utilities with any development occurring on the adjacent property at the Airport, including the anticipated development of the areas on Exhibit A depicted as the ("North FBO") by the Adjacent FBO. To facilitate the connections between the two developments, Lessee agrees to utilize a mutually agreeable civil engineering firm with the Adjacent FBO for the coordinated Work described in this paragraph.

6.3. **Contract Requirements/Bonds/E&I Costs**

6.3.1. **Construction Contract Requirements**

Lessee shall incorporate into any Construction Contract for Work, and shall require its contractor to incorporate into any subcontracts, or contracts for material or equipment**:** (i) requirements related to prevention and mitigation of Hazardous Materials releases in conformity with Exhibit D; (ii) insurance and indemnity clauses naming the contractor to indemnify, defend, and hold harmless the County and requiring insurance certificates from the contractor naming the County as additional insured; (iii) Lessee provided insurance in conformance with the applicable requirements set forth in Exhibit G; and (iv) the applicable provisions from the FAA Requirements attached hereto and incorporated by reference as Exhibit I, or as modified from time to time by the FAA. Lessee also shall require any contracts or subcontracts with contractors or subcontractors to require compliance of all such contractors and subcontractors with the provisions described above.

6.3.2. **Performance and Payment Bonds**

Prior to the commencement of Work hereunder which exceeds Twenty-Five Thousand Dollars ($25,000) in cost, Lessee shall furnish to County and file with the County Clerk, at no cost to County, a performance bond and a payment bond (either from Lessee or from the contractor retained by Lessee pursuant to a Construction Contract for the Work). In addition to the specific requirements set forth below, each bond shall be issued by a surety licensed to do business in California, be in a sum of not less than one hundred percent (100%) of the total cost of the contract or contracts for Work, be satisfactory to and approved by County's Risk Manager, the Director, and the Office of County Counsel. In the event that the County's Risk Manager,

Director, or Office of County Counsel fail to approve or disapprove (which disapproval must be made in writing and must specify the deficiencies with the payment and performance bond) within ten (10) Business Days of their receipt of the same, such bond shall be deemed approved. Immediately upon completion of any Work, Lessee shall record in the Official Records of the Napa County Recorder a notice of completion complying with the requirement of California Civil Code Section 8182.

The performance bond shall be conditioned upon Lessee's contractor's faithful performance of the Construction Contract terms within the Construction Contract time, and shall name Lessee's contractor or contractors as principals, and County as an additional obligee.

The payment bond shall guarantee the prompt payment to all persons named in California Civil Code Section 9100 et seq., and of amounts due under the Unemployment Insurance Code, amounts required to be deducted, withheld or paid over to the Employment Development Department from the wage of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, and reasonable attorneys' fees. The payment bond shall protect County from any liens, liability, losses, or damages arising from the Work, and shall name Lessee's contractor or contractors as principals, and County as an additional obligee.

6.3.3. **E&I Costs**

Lessee shall pay County for its customary costs for design review, engineering, construction coordination, and inspections ("E & I Costs") related to the Work, including costs incurred prior to the date of this Agreement. County will establish a billing account (the "Account") to which E & I Costs for such Work shall be charged. County's E&I Costs will be billed from time to time against the Account at hourly rates based on the County's direct and indirect costs, including but not limited to salaries, benefits, overhead, and other administrative expenses. Fees and other costs of any consultants hired by County in connection with construction of the Work shall be billed at the rate actually incurred by the County. Lessee shall pay E & I costs directly to the responsible County Department when due and as requested by each responsible County Department. The County estimates that its costs of review, engineering and inspections related to the Work, not including charges that may be payable to the Airport for E & I Costs, will total 1% of each portion of Lessee's Leasehold Improvements ("Estimated E & I Charges"). Any portion of the E & I Charges, which may be held by the County as deposits from Lessee, after the Work is completed, which exceed the E & I Costs incurred by the County, shall be returned to Lessee within twenty-one (21) days after final accounting of all costs has been made, but in no event later than ninety (90) days after Notice of Completion of Construction of the Work has been filed.

The Estimated E & I Costs for the Airport's reasonable, out of-pocket-expenses is $50,000.00 (Airport E & I Charge) and does not include charges that may be payable to County Departments other than the Airport in connection with the Work (which Lessee shall pay directly to the responsible County Department when due and as requested by each County Department). Lessee shall pay the Estimated Airport E & I Charges in installments ("E & I Deposits"). Prior to Lessee's delivery of the initial construction drawings, Lessee shall make an E & I Deposit of $25,000 to the Airport and concurrent with submission of final construction plans to the County

of any Leasehold Improvement, Lessee shall make a second E & I Deposit of $25,000 to the Airport Any portion of the E & I Deposits held by the Airport after the Work is completed, which exceed the E & I Costs incurred by the Airport, shall be returned to Lessee within twenty-one (21) days after final accounting of all costs has been made, but in no event later than ninety (90) days after Notice of Completion of Construction of the Work has been filed. Any additional reasonable Airport E & I Charge exceeding the E&I Deposits actually made by Lessee to Airport shall be due by Lessee to Airport within fifteen (15) days after the final accounting of all costs has been made by the Airport. E & I Costs may be immediately withdrawn by Airport from the E & I Deposits held by Airport as costs are incurred by Airport. E & I Costs of approximately $0.00 have been incurred by the County prior to the Effective Date, and will be immediately reimbursed to County from the first E & I Deposit by Lessee to County.

6.4. Construction and Completion of Leasehold Improvements

6.4.1. Notice to Proceed

Lessee shall only commence construction of any of the Leasehold Improvements after the Director has issued written authorization to proceed with regard to the Leasehold Improvements, which shall be issued only after the following all have occurred:

i. All E & I Deposits required as of that date shall have been paid to the County;
ii. Lessee has submitted to County and County has approved the design and/or plans of the Leasehold Improvements.
iii. Lessee has submitted required insurance documents, including additional insured certificates acceptable to the County, with the County, meeting all of the requirements of Exhibit G;
iv. Lessee's contractor and subcontractor have complied with all applicable pre-construction provisions of the County Standard Specifications, including but not limited to the deposit of required insurance documents and certificates meeting the requirements of Exhibit G; and
v. County (through the planning and/or public works and fire departments, as the case may be) has issued all required planning and building permits and approvals for the commencement of construction of the Leasehold Improvements;

6.4.2. Progress of Work

In accordance with each milestone/requirement set forth in Exhibit F, Lessee shall present adequate documentation for each relevant subsection in Section 6.4.1 above to allow the Director to grant necessary approvals and/or issue a Notice to Proceed as appropriate in accordance with the requirements of this Agreement. Lessee shall diligently proceed to complete the work at the earliest reasonable date, but in any event, Lessee shall complete the Leasehold Improvements no later than those milestones set forth in Exhibit F. For these purposes, completion of the Leasehold Improvements shall mean the issuance by the County of a certificate of occupancy for the Leasehold Improvements. Any final inspection approval or issuance of a certificate of occupancy for Lessee's improvements shall be coordinated through the County's Director of Public Works, Director of Planning, Building, and Environmental Services, and Fire Chief, or their designees. Lessee's failure to present adequate documentation as listed in Section 6.4.1

above to meet the milestones set forth in Exhibit F by the corresponding timeframes therein shall be subject to County's remedies as set out in Section 6.9 of this Agreement.

Lessee shall construct and complete any Leasehold Improvements in a good and competent manner in accordance in all material respects with all applicable Laws, and shall carry such insurance as provided for in Section 17 of this Agreement. Construction of Leasehold Improvements shall commence prior to (i) the expiration of any required site development or conditional use permit or other licenses or permits which may be issued by County and (ii) the expiration of any other required discretionary approvals, consents or permits which may be issued by any governmental body.

During the Work, Lessee shall have the right and obligation to supervise the construction in the field.

6.4.3. **Change Orders**

Lessee shall obtain Director's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) before signing any change order or changing the Plans and Specifications of any Work, if: (i) the change materially changes the character or quality of the Work; or (ii) the change requires any extension of the scheduled completion timeframe. Such requests shall be submitted to the Director in writing with the sufficient information on change order for the Director to approve or disapprove. If approved, Lessee shall provide the County with copies of all change orders (whether or not the Director's approval thereof is required) promptly after the execution thereof by all parties thereto. If Lessee requests Director's consent to any such change order and Director fails to approve or reject (which rejection shall be given in writing and shall specify the reasons therefor) such change order within ten (10) Business Days after Lessee's request for the same, Director's approval shall be deemed given. If Lessee proceeds, without the Director's prior written approval or deemed approval, with construction on a change order for which the Director's approval is required hereunder, the costs of reversing, removing or altering the Work covered by such change order shall be borne solely by Lessee if Director does not subsequently agree to such construction on a change order.

6.4.4. **Failure to Comply with County Requirements or Applicable Laws**

If Lessee, for any reason, fails to comply with any of County's requirements or any other applicable Law concerning Lessee's construction, County shall have the right to require Lessee, at Lessee's sole expense, to alter, repair, or replace any Leasehold Improvements or refurbishments or perform any other action to the reasonable satisfaction of the Director to bring Lessee into compliance with any applicable Laws. In the event that Lessee fails to perform any such replacements, alterations or repairs after demand from County, County may, in its sole discretion, cause such replacements, alterations, or repairs or perform any other required action as shall bring Lessee into compliance with any applicable Laws. Lessee agrees to promptly reimburse County for such costs, plus ten percent (10%) thereof for administrative overhead subject to change pursuant to ordinance, resolution, or other official policy-setting document that may be adopted and established from time to time by the Board of Supervisors. In the event that County declines to cause the required replacements, alterations or repairs to be performed, County may, in its sole discretion, declare this Agreement in default, terminate this Agreement

pursuant to the termination for default provisions in Section 13 of this Agreement. Lessee's obligation to reimburse County for such expenditures shall survive the termination of this Agreement.

6.5. General Approvals

Lessee, at its own cost and expense, shall procure all permits and insurance necessary for all Work (including but not limited to any required environmental permits or clearance and approvals from any governmental agency or entity, including County departments other than the Airport). Lessee shall require in any Construction Contract that its contractor comply with all applicable Laws.

All work required in the construction of Leasehold Improvements, including any site preparation work, landscaping work, utility installation work as well as actual construction work on the Premises, shall be performed only by competent contractors duly licensed under the laws of the State of California and shall be performed pursuant to written contracts with such contractors.

Unless otherwise specified, where the Director's approval is required in this Section 6, such approval shall not be deemed to include the approval of the Director of Planning, Building and Environmental Services, or any other County department or governmental or public entity which Lessee may be required to obtain.

6.6. Liens

Lessee shall keep the Premises free of any liens arising out of the work performed, materials furnished or obligations incurred by Lessee in the performance of any construction or installation of Leasehold Improvements. Lessee shall notify County at least ten (10) Business Days prior to the commencement of any work to be performed or materials to be furnished on the Premises which could give rise to any such lien, and County shall have the right to post and keep on the Premises any notices that may be required by law or which County may deem proper for the protection of County, or the Premises from such liens.

6.7. Airport Obstructions

County reserves the right to take any action it considers necessary, without liability to Lessee for any damage caused thereby, to protect the aerial approaches of the Airport against obstruction or hazard, together with the right to prevent Lessee from erecting, or permitting to be erected, or to require the removal of any building or other structure on the Premises (other than the Leasehold Improvements under construction or then-constructed as approved by County) which, in the opinion of County, would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.8. County Not Responsible for Work

County shall not be responsible to Lessee or any other party for the performance of the contractor or contractors under the Construction Contracts for the Work. The County shall not be required to pay or provide any moneys for the Work. Failure of the contractor or contractors to complete the acquisition, construction, notification, expansion and installation of the Leasehold Improvements in accordance with the Construction Contracts shall in no way affect the

obligations of Lessee under this Agreement.

6.9. Lessee's Failure to Diligently Pursue Construction

In the event of unreasonable delays in the Progress of Work as provided in Section 6.4.2 above (other than force majeure) and such delays are the result of matters within the reasonable control of the Lessee, the Director shall notify the Lessee in writing of such unreasonable delay and the Lessee shall have fifteen (15) days to remedy such delay or to demonstrate that Lessee is working diligently to remedy such delay. If Lessee fails to remedy such delay or to demonstrate that Lessee is working diligently to remedy such delay within fifteen (15) days after written notice from the Director, such failure shall be considered an Event of Default hereunder, and, in addition to any remedy under Section 13.2 hereof, County shall have the right, upon written notice to Lessee, to take over the management, at Lessee's sole cost and expense, of Lessee's construction.

If after commencing any Work on the Premises, Lessee (without Director's prior written consent) ceases such Work for thirty (30) continuous days (other than cessation of Work due to force majeure), such cessation of Work shall be an Event of Default hereunder, and, in addition to any remedy under Section 13.2 hereof, County shall have the right, upon seven (7) days written notice to the Lessee, to take over the management, at Lessee's sole cost and expense, of Lessee's construction.

6.10. Alterations/Refurbishments

After completion of the Leasehold Improvements, Lessee may, subject to compliance with all applicable permitting and reasonable approval requirements of the County and any other regulatory agency having jurisdiction, and all of the foregoing requirements, at its own cost and expense (except as otherwise provided herein); and after having obtained the prior written consent of the Director; install any fixture or improvement or do or make alterations or do any remodeling, repair, construction or modification to the Premises collectively "Modifications". Any such Modifications shall be made in conformance with the construction provisions in this Section 6. Upon the completion of any Modifications, Lessee shall furnish the Director seven (7) complete sets of "as installed" detailed Plans and Specifications of the work as completed, and a CAD disk if requested by Director. Lessee shall provide Plans and Specifications in an alternative format if requested by Director, and such alternative format is reasonably available to Lessee.

6.11. Title to Leasehold Improvements

During the Term, title to the Leasehold Improvements shall remain with Lessee. Upon the expiration or earlier termination of the Term plus any Option Term(s), except as to those Leasehold Improvements that County requires Lessee to remove, title to the Leasehold Improvements shall automatically vest in County, and Lessee shall execute, acknowledge and deliver to County a proper instrument in writing releasing and quitclaiming to County all right, title, and interest of Lessee in and to the Premises and any Leasehold Improvements thereon by virtue of this Agreement or otherwise.

6.12. Claims by Mechanics or Material Suppliers

In the event any of the persons or entities entitled to make claims pursuant to California Civil Code Sections 8400, 9100 or 9554(b) record a claim of lien (whether valid or invalid), then Lessee shall, at its sole cost and expense, and within fifteen (15) days, (i) cause the same to be removed; (ii) legally challenge the filing of the lien and clear or pay the lien within 90 days; or (iii) pay the same in full. The obligation of Lessee contained in the preceding sentence shall exist notwithstanding the fact that the general contractor or a subcontractor may have been paid for such work.

Section 7. Mortgage of Premises

7.1. Prohibited Encumbrances

Except as permitted in Section 7.2, Lessee shall not:

i. Engage in any financing or other transaction placing any mortgage or deed of trust upon the Premises herein or the Leasehold Improvements constructed thereon; or

ii. Place or suffer to be placed upon the Premises therein or the Leasehold Improvements any lien, levy attachment or other encumbrance (other than a lien upon the Premises or the Leasehold Improvements for taxes levied but not delinquent or payable with penalty); provided, however, the foregoing notwithstanding, Lessee shall have the right to contest or appeal the validity of any such lien, levy, encumbrance or attachment, provided the Lessee shall (except for a contest pursuant to Section 19.3) first furnish adequate security to the reasonable satisfaction of County to protect Premises during the pendency of such contest or appeal.

Any such mortgage, deed of trust, levy, attachment, encumbrance or lien (collectively, "Encumbrance") shall be deemed to be a violation of this covenant on the date of its execution or filing of record, regardless of whether or when it is foreclosed or otherwise enforced, unless Lessee shall, within twenty (20) days of such date of execution or filing of record, remove such encumbrance or provide adequate security to the reasonable satisfaction of County to protect the Premises and the Leasehold Improvements thereon from such encumbrance.

7.2. Lessee's Rights to Encumber.

An encumbrance permitted pursuant to this Section 7.2 shall be referred to as a "Permitted Mortgage." Lessee may, at any time and from time to time during the term of this Agreement, encumber to any person or entity (hereinafter called "Lender") by deed of trust or mortgage or other security instrument, all, or a portion of Lessee's interest under this Lease, the leasehold estate hereby created in Lessee and the Leasehold Improvements (collectively, "Lessee's Interest"), for the purpose of constructing the Leasehold Improvements, or to otherwise finance Lessee's business operations (including future improvements) or for the purpose of restructuring or refinancing any debt permitted by this Agreement, provided that Lessee obtains the prior written consent of County, which consent shall not be unreasonably withheld, and further provided that:

i. Except as otherwise expressly provided in this Agreement or in a separate document executed by County which shall not modify this Agreement or limit County's rights as landlord, all rights acquired by said Permitted Mortgagee under said Permitted Mortgage shall be subject and subordinate to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights of County hereunder, none of which covenants, conditions and restrictions is or shall be waived by County by reason of the giving of such Permitted Mortgage, except as expressly provided in this Agreement or in a separate document executed by County. Notwithstanding any foreclosure of any Permitted Mortgage and so long as the Agreement has not been terminated, Lessee shall remain liable for the payment of Ground Rental and all other fees and charges payable pursuant to this Agreement, and for the performance of all of the terms, covenants and conditions of this Agreement which by the terms hereof are to be carried out and performed by Lessee.

ii. Lessee shall give County thirty (30) days prior written notice of any such Permitted Mortgage, and shall accompany the notice with a true copy of the Permitted Mortgage.

iii. Lessee provides all reasonably requested information to County necessary or desirable in order to obtain consent.

iv. No encumbrance incurred by Lessee pursuant to this Section shall, and Lessee shall not have power to incur any encumbrance that will constitute in any way a lien or encumbrance on the fee of the Premises or any interest of County in said Premises.

v. The principal amount of the encumbrance shall not exceed (when added to the principal balances of any other then-existing Permitted Mortgages not being refinanced thereby) an amount equal to eighty percent (80%) of the greater of (a) the then fair market value of Lessee's Interest or (b) the construction cost of the Leasehold Improvements. Lessee shall submit its lender's appraisal which shall be used to determine fair market value. In the event that County disagrees with the lender's appraisal, then the appraisal process stipulated in Section 5.2.2 shall apply.

vi. No encumbrance incurred by Lessee pursuant to this Section shall extend beyond the term of this Agreement.

vii. The encumbrance shall contain provisions permitting the disposition and application of the insurance proceeds and condemnation awards in the manner provided in this Agreement, except as County may otherwise agree in its sole discretion.

viii. An encumbrance may be given only pursuant to a bona fide loan transaction. The holder of an encumbrance is herein referred to as a Permitted Mortgagee.

In order to facilitate the approval of an initial encumbrance obtained for the purpose of

constructing the Leasehold Improvements as described in Exhibit F attached hereto, Director is authorized to consent to said encumbrance provided that all provisions of this Section 7.2 are complied with by Lessee and that all documents in connection therewith are approved as to form by County Counsel, such consent not to be unreasonably delayed or withheld.

7.3. **Notice of Loan Default.**

Any Permitted Mortgage that contains a power of sale as defined by California law, shall contain a provision that a copy of any notice of default and a copy of any notice of sale under such deed of trust or mortgage shall be mailed to County at the address specified in Section 39 of this Agreement, simultaneously with any such notice to Lessee.

7.4. **Notice to and Service on Lender.**

Lessee shall at all times keep County informed in writing of the name and mailing address of Lender and any changes in Lender's mailing address. No Permitted Mortgagee shall have the rights or benefits mentioned in this Section 7 nor shall the provisions of this Section 7 be binding upon County, unless and until the name and address of the Permitted Mortgagee shall have been delivered to County, notwithstanding any other form of notice, actual or constructive.

7.5. **Rights of Lender.**

Should Lessee grant any Permitted Mortgage pursuant to Section 7.2 of this Agreement, the Lender shall have the right at any time during the term of this Agreement and the existence of the Permitted Mortgage to:

i. Do any act or thing required of Lessee under this Agreement which may be necessary and proper to be done in observance of the covenants and conditions of this Agreement, and any such act or thing done and performed by Lender shall be as effective to prevent a forfeiture of Lessee's rights under this Agreement as if done by Lessee, provided that Lender complies with Section 7.6.

ii. Realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the Permitted Mortgage and to:

   a. Transfer, convey, or assign the title of Lessee to the leasehold estate created by the Agreement to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in the Permitted Mortgage; provided, however, that Lender first complies with the provisions of Section 7.6. Such assignee shall have the same responsibilities for performance as original Lessee.

   b. Acquire and succeed to the Lessee interest by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in the Permitted Mortgage.

7.6. **Right of Lender to Cure Defaults.**

If Lessee, or Lessee's successors or assigns, shall mortgage this Agreement in compliance with the provisions of this Section 7, then, so long as any such Permitted Mortgage shall remain unsatisfied of record, the following provisions shall apply:

i. County, upon serving upon Lessee any notice of default pursuant to the provisions of Section 13 hereof, or any other notice under the provisions of or with respect to this Agreement, shall also serve a copy of such notice upon any Permitted Mortgagee at the address provided for in such notice by Lessee, and no notice by County to Lessee hereunder shall affect any rights of a Permitted Mortgagee unless and until a copy thereof has been so served to such Permitted Mortgagee.

ii. Any Permitted Mortgagee, in case Lessee shall be in default hereunder, shall, within the period provided for Lessee to cure such default and otherwise as herein provided, have the right, but not the obligation, to remedy such default or cause the same to be remedied, and County shall accept such performance by or at the instance of the Permitted Mortgagee as if the same had been made by Lessee; provided, however, that if the breach or default is with respect to the initial construction of the Leasehold Improvements, nothing contained in this Section or any other Section or provision of this Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the improvements beyond the extent necessary to conserve or protect the improvements or construction already made without first having expressly assumed the Lessee's obligation to County to complete, in the manner provided in this Agreement, the improvements on the Premises or the part thereof to which the lien or title of such Permitted Mortgagee relates.

iii. For the purposes of this Section 7, no Event of Default, other than an Event of Default due to a default in the payment of money, shall be deemed to exist under Section 13 hereof with respect to the performance of work required to be performed, or of acts to be done or of conditions to be remedied, if steps shall, in good faith, have been commenced by Lessee or a Permitted Mortgagee within the time permitted therefore to rectify the same and shall be prosecuted to completion with diligence and continuity as Section 13 hereof provides.

iv. Anything herein contained to the contrary notwithstanding, upon the occurrence of an Event of Default, other than an Event of Default due to a default in the payment of money, County shall take no action to effect a termination of this Agreement without first giving to any Permitted Mortgagee written notice thereof and a reasonable time thereafter which shall not be less than thirty (30) days within which to either (i) obtain possession of the mortgaged property (including possession by a receiver), or (ii) institute, prosecute and complete foreclosure proceedings or otherwise diligently acquire Lessee's interest under this Agreement. A Permitted Mortgagee, upon acquiring Lessee's interest under this Agreement, shall be required promptly to cure

all defaults then reasonably susceptible to being cured by such Permitted Mortgagee; provided, however, that: (i) such Permitted Mortgagee shall not be obligated to continue such possession or to continue such foreclosure proceedings after such defaults shall have been cured; (ii) nothing herein contained shall preclude County, subject to the provisions of this Section, from exercising any rights or remedies under this Agreement with respect to any other default by Lessee during the pendency of such foreclosure proceedings; and (iii) such Permitted Mortgagee shall agree with County, in writing, to comply during the period of such forbearance with such of the terms, conditions and covenants of this Agreement as are reasonably susceptible to being complied with by such Permitted Mortgagee. Any default by Lessee not reasonably susceptible to being cured by such Permitted Mortgagee, shall be deemed waived by County upon completion of such foreclosure proceedings or upon such acquisition of Lessee's interest in this Agreement, except that any such events of default which are reasonably susceptible to being cured after such completion and acquisition shall then be cured with reasonable diligence. Such Permitted Mortgagee, or its designee or other purchaser in foreclosure proceedings, may become the legal owner of the leasehold estate of this Agreement through such foreclosure proceedings or by assignment of this Agreement in lieu of foreclosure. A Permitted Mortgagee or its designee or other party which becomes the legal owner of the leasehold estate of this Agreement through foreclosure proceedings or by an assignment of this Agreement in lieu of foreclosure shall be deemed by such acquisition to have assumed all of Lessee's rights and obligations under this Agreement which are reasonably susceptible to being performed by such party.

v. In the event of the termination of this Agreement prior to the Expiration because of Lessee’s default, or operation of law, County shall serve upon the holder of the senior Permitted Mortgage written notice that the Agreement has been terminated, together with a statement of any and all sums which would at that time be due under this Agreement but for such termination, and of all other defaults, if any, under this Agreement then known to County. The senior Permitted Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

   a. Upon the written request of the Permitted Mortgagee, within sixty (60) days after service of such notice that the Agreement has been terminated, County shall enter into a new lease of the Premises and Leasehold Improvements thereon with such holder, or its designee, as follows:

   b. Such new lease shall be the same priority as this Agreement, shall be effective as of the date of termination of this Agreement, and shall be for the remainder of the term of this Agreement and at the Base Rent and upon all the agreements, terms, covenants and conditions hereof. Such new lease shall require that the Lessee perform any unfulfilled obligation of Lessee under this Agreement which is reasonably susceptible to being performed by such Lessee. Upon the execution of such new lease, the Lessee named therein shall pay any and all sums which would

at the time of the execution hereof be due under this Agreement but for such termination, and shall pay all expenses, including reasonable counsel fees, court costs and disbursements incurred by County in connection with such defaults and termination, the recovery of possession of the Premises, and the preparation, execution and delivery of such new lease. Upon the execution of such new lease, County shall allow to the Lessee named therein and such Lessee shall be entitled to an adjustment in an amount equal to such expenses from the net income, if any, derived by County from the Premises during the period from the date of termination of this Agreement to the date of execution of such new lease.

vi. Any notice or other communication which County shall desire or is required to give to or serve upon the holder of a Permitted Mortgage under this Agreement shall be in writing and shall be served by certified mail, return receipt requested, addressed to such holder at the address provided for in Section 39 hereof, or at such other address as shall be designated by such holder in writing given to County by certified mail, return receipt requested. Any notice or other communication which the holder of a Permitted Mortgage under this Agreement shall desire or is required to give to or serve upon County shall be deemed to have been duly given or served if (i) sent by certified mail, return receipt requested, addressed to County at County's address as set forth in Section 39 of this Agreement or at such other addresses as shall be designated by County by notice in writing given to such holder by certified mail, return receipt requested, and (ii) sent by certified mail, return receipt requested, to the County's other mortgagees, if any.

vii. Effective upon the commencement of the term of any new lease executed pursuant to Subsection e. of this Section, all subleases then in effect shall be assigned and transferred without recourse by County to the Lessee under such new lease, and all monies on deposit with County which Lessee would have been entitled to use but for the termination or expiration of this Agreement may be used by the Lessee under such new lease for the purposes of and in accordance with the provisions of such new lease.

viii. Anything herein contained to the contrary notwithstanding, the provisions of this Section 7 shall inure only to the benefit of the holders of Permitted Mortgages.

7.7. **Lender as Assignee of Agreement.**

No Lender under a Permitted Mortgage granted by Lessee pursuant to Section 7.2 of this Agreement shall be liable to County as an assignee of this Agreement unless and until such time as Lender acquires all rights of Lessee under this Agreement through foreclosure or other proceedings in the nature of foreclosure or as a result of some other action or remedy provided by law or the instrument creating the Permitted Mortgagee and in such event the Lender shall have no personal liability for the prior acts or omission of Lessee. However, Lender shall cure any default in accordance with the terms of the Agreement.

7.8. **Lender as Including Subsequent Security Holders.**

The term "Lender" as used in this Agreement shall mean not only the person, persons, or entity that loaned money to Lessee and is named as beneficiary, mortgagee, secured party, or security holder in a Permitted Mortgage but also all subsequent assignees and holders of the Permitted Mortgage.

7.9. Affirmation of Agreement in Bankruptcy.

In the event of the filing of a petition in bankruptcy by the Lessee, and the Lessee rejects this Agreement under Section 365 of the United States Bankruptcy Code, the County shall, upon the request of a Permitted Mortgagee, enter into a new Agreement on the same terms and conditions with the Permitted Mortgagee immediately upon Lessee's rejection of this Agreement.

Section 8. Maintenance of Premises

8.1. "Maintenance" Defined

Lessee shall be obligated at all times throughout the Term plus any Option Term(s), without cost to County, to maintain the Premises in good appearance, repair, clean and safe condition, and in a condition otherwise reasonably satisfactory to Director, reasonable wear and tear excepted. Lessee, at its sole cost, shall promptly make all necessary repairs and replacements. All maintenance, repair and replacement shall be performed diligently and shall be of a quality equal to or better than the original work in materials and quality, reasonable wear and tear excepted. When used in this Agreement, the term "maintenance" shall include all repairs, alterations, replacements, maintenance and/or removals deemed reasonably necessary by Director.

8.1.1. Maintenance of Apron

For that pavement within Lessee's Premises within any AOA, expressly including but not limited to the existing and new apron areas illustrated in Exhibit A, as well as the South FBO Non-Exclusive License Area in County's possession, Lessee shall be obligated to develop a Pavement Management Program ("PMP") to the satisfaction of the Director. The PMP shall be prepared using guidance, principles, and concepts within FAA AC 150/5380-7B. Once approved by the Director, Lessee is obligated to implement the PMP and perform the prescribed routine maintenance. Any pavement failures or pavement conditions deemed to be unsafe by the Director shall be repaired promptly to the satisfaction of the Director.

8.1.2. Maintenance

For those improvements and equipment associated with Lessee's fueling operations (e.g., fuel farm, refueling vehicles, self-serve fuel facility, etc.), Lessee is obligated to develop an Operations and Maintenance ("O&M") Manual to the reasonable satisfaction of the Director. The O&M Manual shall identify the maintenance practices, procedures, and replacement schedules that will be used to ensure the safe and dependable dispensing of aviation fuels. The O&M Manual shall be prepared using guidance from the Air Transport Association of American (ATA) Specification 103, "Airport Fuel Facility Operations and Maintenance Guidance Manual," as well as applicable NFPA codes and FAA Advisory Circulars.

8.2. Quality of Maintenance

Director shall use reasonable discretion in determining the quality of maintenance of the Premises. County's employees and agents may, during normal business hours at reasonable times scheduled in advance with Lessee, enter upon the Premises to determine if maintenance satisfactory to Director is being performed, provided, Lessee and its subtenants and users shall not be unreasonably disturbed thereby. If Lessee fails to perform the maintenance or the maintenance is not being performed in a manner reasonably satisfactory to Director, Director will notify Lessee in writing. If the maintenance is not so performed by Lessee within fifteen (15) days after receipt of written notice (or such additional period of time as necessary if Lessee has commenced such cure within such time period and diligently prosecutes the same to completion), County shall have the right (but not the obligation) to enter upon the Premises at reasonable times scheduled in advance with Lessee and perform the necessary maintenance and upon receipt of the notice of maintenance cost, Lessee agrees to promptly reimburse County for the maintenance cost incurred, plus ten percent (10%) thereof for administrative overhead, subject to change pursuant to ordinance, resolution, or other official policy-setting document that may be adopted and established from time to time by the Board of Supervisors.

8.3. **Responsibility to Modernize**

Lessee acknowledges its ongoing responsibility to conduct its respective activities on or about the Premises in a manner reasonably consistent with established state-of-the art technological improvements relating to sound and air emission controls and the safety of aircraft operation generally, and agrees to utilize modern aviation designs, equipment and facilities as such become generally available and recognized in the aviation industry, except that Lessee may own, operate and/or provide equipment-appropriate pilot and support training for and repairs of antique or historic aircraft with the prior written consent of the Director, even if such training or repairs would not be state-of-the-art for modern aircraft. For purposes of this Paragraph, antique or historic aircraft shall be deemed to be aircraft more than 30 years old. At the request of the Director, Lessee shall attend meetings from time to time to review and consider incorporation of such modern developments in aviation into the conduct by Lessee of its activities on the Premises.

8.4. **Lessee's Waiver of Any Rights to Make Repairs at County's Expense**

Lessee expressly waives all statutory rights to make repairs at the expense of the County and to deduct the cost of such repairs from the Rent. Without limiting the generality of the foregoing, Lessee hereby waives California Civil Code Sections 1932(2**)** and 1933(4), providing for termination of hiring upon destruction of the thing hired, and California Civil Code Sections 1941 and 1942, providing for repairs to and of the Premises.

8.5. **Janitorial Service**

Lessee, at its sole cost and expense and in compliance with the laws and regulations of the State of California, shall keep and maintain the Premises clean and free of rubbish, dirt, garbage, and other waste matter at all times and shall provide and pay for regular janitorial and other service necessary for the proper maintenance of the Premises in a clean and sanitary manner. Lessee, at its sole cost and expense, shall cause all dirt, rubbish, trash, garbage, recycling, compostable materials, and other waste matter to be removed from the Premises.

8.6. No Waste

Neither Lessee, its employees, distributors or agents shall commit, nor suffer, permit or allow to be committed, any waste or public or private nuisance on the Premises nor any other act or thing which may unreasonably disturb the quiet enjoyment of any other lessee, permittee, licensee, invitee or other person using or occupying any portion of the Airport.

8.7. Miscellaneous

Lessee, at its sole cost and expense, shall:

i. make all alterations, additions, or repairs to the Premises required by any applicable Law;

ii. maintain any trees or landscaping on the Premises or Leasehold Improvements, in acceptable condition, as required by any applicable Law, and in accordance with any direction of the Director;

iii. observe and comply with all applicable Laws made or issued respecting the Premises; and

iv. indemnify and hold County and the property of County including the Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Lessee's failure to comply with and perform the requirements of this Section 8.7.

Section 9. Books and Records

9.1. Minimum Retention Period

Lessee shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to fees, charges, taxes or other amounts payable by Lessee to County pursuant to this Agreement for a minimum of four (4) years from the date of each payment to County pursuant to this Agreement.

9.2. Availability of Records

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon the written request by the Director, County Counsel, County Auditor, County Executive Officer or a designated representative of any of these offices. Upon request, copies of such documents shall be provided for inspection at the Premises.

Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Lessee’s business, County may, by written request by any of the above-named officers, require that custody of records be given to County and that the records and documents be maintained at a location designated by the Director, County Counsel, County Auditor or County Executive Officer. Access to such records and documents

shall be granted to any party authorized by Lessee, its representatives or its successor-in-interest.

9.3. Audit of Records/Discrepancy

If any examination, inspection or audit of Lessee's books and records by County discloses an underpayment by Lessee, Lessee shall promptly pay County the amount of such underpayment, and if such underpayment is in excess of two percent (2.0%) of such fees and charges that were due, Lessee shall promptly reimburse County for all costs incurred in the conduct of such examination, inspection or audit, including interest from the time such underpayment was due, at the rate of twelve (12%) per annum.

Section 10. Utilities

10.1. Utility Services

Lessee shall secure and pay directly to the respective utility companies any electrical, gas, water, sewer, garbage, recycling, internet, and telephone services to the Premises. The location, relocation and coordination of all utilities and telephone facilities to service the Premises shall be subject to the prior written approval of the Director, not to be unreasonably delayed or withheld.

10.2. Interruption of Utility Services

Lessee agrees that it shall take reasonable steps and any such other action that it deems necessary to protect Lessee's equipment from any damage that may be caused to such equipment in the event of any deficiency, impairment and/or interruption of utility services. County shall not be liable for any failure to furnish to, or for any interruption in, any services or utilities benefiting the Premises and Lessee shall not be entitled to any damages resulting from such failure or to any diminution or abatement in any Rent or other amounts payable by Lessee hereunder. Lessee waives any and all claims and/or causes of action against County for any such damages.

Section 11. Avigation Easement

County hereby reserves to itself and its successors and assigns, for the benefit and use of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operating on the Airport. For the purpose of this Agreement, all rights reserved pursuant to this Section 11 are referred to collectively herein as the "Avigation Easement." This Avigation Easement shall not operate to deprive Lessee, its agents, contractors, directors, employees, officers, and representatives, of any rights which Lessee, its agents, contractors, directors, employees, officers, and representatives, may from time to time have against any operator of aircraft or third parties responsible for any act or omission respecting the operation of aircraft.

11.1. Lessee's Assumption of Risk

As between Lessee and the County, except for the gross negligence or willful misconduct of County, its employees, agents, representatives, successors and assigns, Lessee agrees to

voluntarily assume all risk of loss, damage, or injury to the person and property of Lessee (including the right of Lessee to occupy the Premises), its agents, contractors, directors, employees, officers, and representatives, in or about the Airport or the Premises which may be caused by or arise or occur in any manner:

i. From the flight of any aircraft of any and all kinds now or hereafter flown in, through, across, or about any portion of the air space over the Airport or the Premises; or

ii. From noise, vibration, currents and other effects of air, illumination, and fuel consumption, or fear thereof, arising or occurring from or during such flight, or from or during the use by aircraft of the Airport, including but not limited to, landing, storage, repair, maintenance, operation, run-up, and take-off of such aircraft, and the approach and departure of aircraft to or from the Airport.

This provision does not waive Lessee's right against third parties arising from such third parties' action or inaction.

11.2. Waiver and Release

Except as otherwise provided herein, Lessee hereby waives and releases County, its agents, contractors, directors, employees, officers, and representatives, from any and all claims or causes of action which it may now or hereafter have against County, its agents, contractors, directors, employees, officers, and representatives, for any such loss, damage or injury as it pertains to this reservation of Avigation Easement.

Section 12. Assignment or Transfer

County's consideration for entering into this Agreement, in addition to any other consideration provided for in this Agreement, includes facilitating competition between multiple FBOs and Lessee's unique experience and personnel that will provide for completing the Leasehold Improvements and providing those services required under the Minimum Standards. For that reason and to ensure continued compliance with the County's obligations to the federal government, Lessee shall not assign or transfer a controlling interest in this Agreement without the prior written consent of the County, which consent shall be granted in the County's sole and absolute discretion.

12.1. Consent For Non-Controlling Transfer or Sublease

Except as otherwise provided for in Section 7 of this Agreement (Mortgage of Premises), Lessee shall not assign, sublease, convey, sell, pledge, hypothecate, encumber by deed of trust, mortgage, or other instrument, or otherwise transfer this Agreement, the Premises or any part thereof, or any rights of Lessee hereunder, whether voluntarily or by operation of law (collectively or singularly, a "Transfer"), without the prior written consent of the County acting by and through its Board of Supervisors (other than those subleases entered into in the ordinary course of its business to a (i) SASO for a portions of the Premises reasonably consistent with a SASO's required space under the Minimum Standards, or (ii) hangaring of an aircraft). Consistent with Civil Code section 1995.230, the County's discretion to consent to or deny a

transfer shall be absolute. A Transfer within the meaning of this Section shall include, but is not limited to, the following: the incorporation of an individual Lessee and the transfer of Lessee's rights hereunder to the corporation which is not wholly owned by Lessee; in the event that Lessee is a partnership, incorporation of Lessee and transfer of Lessee's rights hereunder to the corporation, or the withdrawal or addition of any partner to Lessee's partnership; in the event that Lessee consists of co-tenants, the incorporation of Lessee and transfer of its rights hereunder to the corporation, or the voluntary or involuntary transfer by any one or more co-tenants of that Person's rights hereunder to a co-tenant or to a third Person; in the event that Lessee is a corporation, the cumulative change in the ownership of fifty percent (50%) or more of Lessee; and, in the event that Lessee is an unincorporated association, the incorporation of Lessee and the transfer of its rights hereunder to the corporation, or the change in fifty percent (50%) or more of the membership of the association.

12.2. **Factors County Could Consider**

While the County maintains sole and absolute discretion whether to consent to a Transfer, the County may, also in its sole discretion, consider one of more of the following factors in making its decision:

(i) the financial condition and responsibility of the proposed transferee; (ii) the type of activity proposed to be conducted by such transferee at the Airport, if the activity is to change from what the Lessee is then conducting; (iii) the capabilities and expertise of the proposed transferee to manage and operate the proposed activity; (iv) the past service record of the proposed transferee; (vi) any financial impacts (i.e. lost revenues) to County associated with such proposed Transfer (any costs to County shall be prohibited); (vii) any potential impacts on availability of or competition of FBO services at the Airport (a Transfer to another FBO in contract with the County or any Person associated with another FBO in contract with the County is expressly prohibited and any such attempted Transfer shall be null and void), and (viii) the impact of the Transfer on the County's compliance with any obligations to the FAA, including the Grant Assurances. In addition, County's consent to any proposed Transfer under this Agreement shall be conditioned upon, among other things, the express written assumption by the proposed transferee (if the Lessee's interest in this Agreement is being transferred) of Lessee's obligations under this Agreement and/or performance of required or necessary repairs or maintenance to the Premises.

12.3. **Notice**

The Lessee shall notify the County in writing of its desire and the details of any proposed Transfer at least ninety (90) days prior to the proposed date of any Transfer along with that deposit required by 12.4.

If the information provided by the Lessee is not, in the sole discretion of the County, sufficient to make a decision on whether to consent to the transaction, the County shall notify the Lessee within a reasonable time after receipt of the notification what additional information is required. Any attempted Transfer in violation of the provisions hereof shall be null and void and an Event of Default as detailed further in Section 13 of this Agreement.

12.4. **Processing Fee**

Lessee shall pay County's costs for reviewing any proposed Transfer and preparing any documents in connection therewith, all staff time and expressly including County's attorneys' fees, inclusive of County's outside counsel. County shall not consider any Transfer, under its sole and absolute discretion if Lessee fails to timely provide County with full, complete, and necessary information, or to pay the processing fee.

In connection with that review, Lessee shall submit to County a Lease/Sublease Execution Deposit for the expenses incurred for the review and approval of the proposed sublease (the "Lease/Sublease Execution Deposit"). Such Lease/Sublease Execution Deposit shall equal a minimum of $5,000, and may be greater than $5,000 as determined by the Director, and shall be replenished by Lessee if and when notified by the Director that the account has fallen below $500.

12.5. **Subleases**

All subleases of hangar space, ramp parking space, and office/facility space in the ordinary course of business shall be between Lessee and sublessee. Lessee shall provide the Airport Manager copies of all subleases within fifteen (15) days following their approval. Subleases shall not have a term in excess of five (5) years unless approved in writing by the Director. Lessee shall guarantee and enforce performance of the sublease in compliance with the terms of this Lease.

Sub-subleases are prohibited and shall constitute a breach of this Lease. For avoidance of doubt, Lessee's licenses to customers of daily and monthly hangar space accommodations and supporting office accommodations are not considered subleases; however, Lessee's licensees are not permitted to sub-lease.

12.6. **Consent Does Not Constitute Waiver**

Consent by County to any Transfer shall not in any way be construed to relieve Lessee from obtaining further authorization from County for any subsequent Transfer of any nature whatsoever. Any Transfer of the Premises, or any part thereof, in violation of the provisions of this Section 12, shall be void and shall be an Event of Default and the acceptance by County of any rent as provided herein or the continuation of the use of the Premises, as provided herein, by Lessee or Lessee's transferee, sublessee, assignee, or successor-in-interest, shall not be deemed a waiver of such Event of Default. Any and all requests by Lessee to County for authorization to make any Transfer shall be made in writing by certified mail to the Director and shall include copies of the proposed documents of Transfer.

Section 13. Default

13.1. **Events of Default**

In addition to the other defaults specified in this Agreement, the County may determine in its sole discretion that Lessee may be in default under this Agreement, and a breach of this

Agreement may exist if any of the following events (severally “Event of Default” and collectively "Events of Default") shall occur:

13.1.1. **Failure to Pay Ground Rent, Fees or Charges**

Lessee shall have failed to pay when due any Rent, fee, charge, or obligation of Lessee requiring the payment of money under the terms of this Agreement and such failure shall have not been cured within ten (10) days after written notice thereof.

13.1.2. **Failure to Maintain Operations**

Lessee shall have abandoned, or vacated the Premises or failed to maintain continuous operations on the Premises for a period of more than forty-eight (48) hours without the consent of Director; provided, however, that if such abandonment or vacation or failure to maintain continuous operations is the result of war, strike, embargo, riot, civil commotion, pandemic, acts of public enemies, flood, earthquake or other natural disasters, casualty damage to the Premises, construction of improvements, or any other similar cause beyond Lessee’s reasonable control, such involuntary day period of nonuse shall be excluded in computing the period set out above.

13.1.3. **Failure to Maintain Insurance**

Lessee shall have failed to maintain any insurance required under Section 17 and such failure shall have not have been cured within ten (10) days after written notice thereof.

13.1.4. **Failure to Restore Security Deposit**

Lessee shall have failed to restore the security deposit as required under Section 5.4 and such failure shall have not been cured within ten (10) days after written notice thereof.

13.1.5. **Failure to Timely Commence or Complete Construction**

As provided in Section 6.4.2 and subject to the provisions of Section 6.9, Lessee’s failure either to: (a) present adequate documentation to allow Director to issue grant approvals or issue a Notice to Proceed in accordance with the requirements of this Agreement and by the timeframes associated with such milestones in Exhibit F (other than due to force majeure); or (b) complete the Leasehold Improvements not later than the associated milestone timeframes for completing Leasehold Improvements in Exhibit F shall be deemed a Default (other than due to force majeure).

13.1.6. **Failure to Perform Other Terms**

Lessee shall have failed to perform any term, covenant, or condition of this Agreement to be performed by Lessee, except those referred to in Sections 13.1.1, 13.1.2, 13.1.3, 13.1.4 or 13.1.5 and Lessee shall have failed to cure same within thirty (30) days after written notice from County; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days reasonably are required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.1.7. **Actions to Remove Competition**

Consistent with the recitals to this Agreement, it is the County’s intent to ensure competition for

aeronautical service providers (including Fixed Base Operators) at the Airport as encouraged by the FAA. Any action by Lessee to acquire or assume control of a competing FBO at the Airport, expressly including but not limited to any action, including offers or entering negotiations, to acquire or assume control of, either directly or indirectly through any other Person, ground lease, license, or operating agreement executed with the Adjacent FBO, or any other FBO, or assume control through another Person of the same, shall constitute an Incurable Default of this Agreement.

13.1.8. **Representations and Warranties**

Any representation or warranty made by Lessee hereunder shall have been false or misleading in any material respect as of the date on which such representation or warranty was made.

13.1.9. **Assignment of Assets to Creditors**

Lessee shall have made a general assignment of its assets for the benefit of its creditors.

13.1.10. **Unauthorized Assignment**

Lessee shall have assigned or otherwise transferred its interest in this Agreement in violation of the provisions contained in this Agreement whether voluntarily or by operation of law (which shall be deemed an Incurable Default).

13.1.11. **Bankruptcy or Insolvency**

A court shall have made or entered any decree or order: (i) adjudging Lessee to be bankrupt or insolvent (ii) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof; (iii) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of Lessee and such decree or order shall have continued for a period of sixty (60) days; or (v) Lessee shall have voluntarily submitted to or filed a petition seeking any such decree or order.

13.1.12. **Attachment or Levy of Lessee's Interest in Agreement**

The sequestration or attachment of or execution or other levy on Lessee's interest in this Agreement or the Premises or any improvements located thereon shall have occurred and Lessee shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such levy, whichever first occurs.

13.1.13. **Revocation or Suspension of Required Authorizations**

The occurrence of any act or omission on the part of Lessee which operates to suspend, revoke or terminate any certificate, permit, franchise, approval, authorization or power necessary for Lessee to lawfully conduct the Permitted Activities on the Premises which has not been cured within thirty (30) days after written notice to Lessee, provided, however, that if the nature of Lessee's default is such that more than thirty (30) days reasonably are required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.1.14. **Undischarged or Uncontested Liens**

Any lien shall be filed against the Premises because of any act or omission of Lessee, and shall not be discharged or contested by Lessee in good faith by proper legal proceedings within twenty (20) days after receipt of notice thereof by County.

13.1.15. **Violation of Gift Prohibitions**

The violation of the Agreement Section titled "Prohibition of Gifts."

13.1.16. **Use of Premises for Illegal Activity**

Lessee knowingly uses or gives its permission to any person to use any portion of the Premises for any illegal purpose (which shall be deemed an Incurable Default).

13.1.17. **Failure to RemedyHazardous Materials Discharge or Release**

Lessee fails to remedy any Hazardous Materials Discharge or Release as required pursuant to the terms of this Agreement, and Lessee shall have failed to cure same within thirty (30) days after written notice from County; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days reasonably are required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.1.18. **Failure to Remedy a Violation of Any Laws**

Failure to remedy a violation of any laws, rules or regulations as specified under Section 25.1 and 25.2 of this Agreement, now in force or which may hereafter be in force pertaining to the Premises and Lessee's operations and activities thereon, and Lessee shall have failed to cure same within thirty (30) days after written notice from County; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days reasonably are required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.2. **Remedies**

Upon an Event of Default, County shall have the following remedies, in addition to all other rights and remedies provided by law, equity or otherwise under this Agreement, to which County may resort cumulatively, or in the alternative:

13.2.1. **County's Right to Self-Help**

To the fullest extent allowed by law, to address an urgent Airport need such as, but not limited to, a safety, security, or environmental incident that is Lessee's responsibility, County may, at any time without prior notice to Lessee and without any obligation to do so (implied or otherwise), and upon condition that it be for the account and at the expense of the Lessee, and without a waiver of such breach, perform any act which if performed by Lessee would otherwise cure the breach; provided that County will notify Lessee at the earliest reasonable opportunity and no later than ten (10) days after performance of the act by County. If in so doing County is required or elects to pay any monies or do any acts which will require the payment of any monies or the incurring of any costs or expenses, Lessee covenants to pay to County upon demand by County, the sum or sums of money paid or incurred by County, together with interest at the maximum rate allowed by law plus costs and damages, as part of its rental fee due on the first

(1st) day of the month which immediately follows County's demand therefore.

13.2.2. **Termination of Agreement**

County may, at its election, terminate this Agreement upon written notice of termination in which event this Agreement shall terminate on the date set forth in such notice. Any termination under this paragraph shall not relieve Lessee from the payment of any sums then due to County or from any claim for damages or rent previously accrued or then accruing against Lessee. In no event shall any one or more of the following actions by County, in the absence of a written election by County to terminate this Agreement, constitute a termination of this Agreement:

i. Appointment of a receiver or keeper in order to protect County's interest hereunder; or

ii. Any other action by County or its agents intended to mitigate the adverse effects of any breach of this Agreement by Lessee, including, without limitation, action to maintain and preserve the Premises or any action taken to relet the Premises or any portions thereof for the account of Lessee and in the name of Lessee.

13.2.3. **Written Notice of Termination Required**

This Agreement shall not terminate following an Event of Default and an abandonment of the Premises unless County gives Lessee written notice of its election to terminate this Agreement. No act by or on behalf of County intended to mitigate the adverse effect of such breach shall constitute a termination of Lessee's right to possession unless County gives Lessee written notice of termination.

13.2.4. **Damages Resulting from Termination**

In the event County terminates this Agreement following an Event of Default, County shall be entitled to damages in the following sums:

i. The worth at the time of award of all unpaid Base Rent, Additional Rent, Fees and Charges which have been earned at the time of termination; and

ii. The worth at the time of award of the amount by which the unpaid Base Rent, Additional Rent, Fees and Charges which would have been earned after termination until the time of award exceeds the amount of such Base Rent, Additional Rent, Fees and Charges loss that Lessee proves could have been reasonably avoided; and

iii. The worth at the time of award of the amount by which the unpaid rental fees and other fees for the balance of the Term after the time of award exceeds the amount of such rental fee and other fee loss that Lessee proves could be reasonably avoided; and

iv. Any other amount necessary to compensate County for all detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, without

limitation, the following (i) expenses for cleaning, repairing or restoring the Premises; (ii) expenses for altering, remodeling or otherwise improving the Premises for the purpose of reletting, including installation of improvements (whether such installation be funded by a reduction of rent, direct payment or allowance to Lessee, or otherwise); (iii) costs of carrying the Premises such as insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Premises; and (v) late payment fees and court costs.

v. The "worth at the time of award" of the amounts referred to in subparagraphs 13.2.5 (i), (ii) and (iii) above shall be computed by allowing interest at the rate of twelve percent (12%) per annum, and by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

13.2.5. **Acceptance of Partial Payments by County**

No payment by Lessee, or receipt by County, of a lesser amount than any Base Rent, Additional Rent, Fee or Charge or other amount due by Lessee hereunder shall be deemed to be other than on account, nor shall any endorsement or statement on any check from Lessee, or letter accompanying any check or payment, be deemed an accord and satisfaction. County may accept any such check or payment without prejudice to County's right to recover the balance of such Base Rent, Additional Rent, Fee or Charge or other amount or to pursue any other right or remedy available to County.

13.2.6. **Liquidated Damages**

In addition to any other rights under this Agreement, Lessee shall pay to County liquidated damages in the amount per occurrence, per day set forth in Table 13.2.6.1 that any violation by Lessee continues or Lessee is late in timely meeting any obligations set forth in the correspondingly referenced sections of this Agreement. Lessee agrees these amounts are reasonable in light of the anticipated harm to County for each such occurrence, which would otherwise be difficult to calculate with certainty. Before liquidated damages are assessed to Lessee, County shall provide Lessee with written notice of an alleged violation; Lessee will be afforded ten (10) business days to respond and/or cure the alleged breach, or to diligently pursue the correction. Lessee agrees that County may deduct these amounts from the security deposit pursuant to section 5.4 of this Agreement and Lessee further agrees to pay any amounts that may exceed the Security Deposit within thirty (30) days. Any dispute over liquidated damages may be submitted to mediation pursuant to Section 38.

Table 13.2.6.1

Subsections 4.1, 4.2, 4.3, or 4.4.5	$200.00 /OCCURENCE/DAY (with a maximum of $4,000 in any consecutive 30-day period)

Subsection 17.2	$250.00 /OCCURENCE/DAY (with a maximum of $5,000 in any consecutive 30-day period)
Material Violation of Other Sections Not More Expressly Stated Above	$100.00 /OCCURENCE/DAY (with a maximum of $1,000 in any consecutive 30-day period)

13.2.7. **Fines and Penalties**

Violations of the Airports Rules and Regulations are subject to citation and enforcement by the Airport Manager or other authorized personnel pursuant to Chapter 11.28 of the Napa County Code.

13.2.8. **Remedies Cumulative**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No option, right, power, remedy or privilege of County shall be construed as being exhausted or discharged by the exercise thereof in one or more instances.

13.3. **Parent Guaranty**

Lessee is owned by Atlantic Aviation FBO, Inc., whose industry reputation, experience, and financial strength, County is relying on as an incentive to enter into this Agreement with Lessee. Concurrent with the execution of this Agreement, County and Atlantic Aviation FBO, Inc. are entering into a parent guaranty agreement to ensure Lessee's successful performance of its obligations under this Agreement. County's exercise of any remedies available to it under the parent guaranty agreement shall not affect any remedies County may have under this Agreement.

Section 14. Waiver of Claims

14.1. **No Waiver by County**

14.1.1. **Waiver of Specific Breaches/Custom or Practice**

Any express waiver in writing by County acting by and through authorized County personnel of any breach of any provision of this Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or

practice which may arise between the parties in the administration of any part of any provision be construed to waive or to lessen the right of County to insist upon the performance by Lessee in strict accordance with the provisions of this Agreement.

14.1.2. **Acceptance of Ground Rent, Additional Rent, Fees or Charges**

The acceptance of the Base Rent, Additional Rent, Fees or Charges hereunder by County shall not be deemed to be a waiver of any preceding Event of Default, other than the failure of Lessee to pay the Base Rent, Additional Rent, Fees or Charges so accepted, regardless of County's knowledge of such Event of Default at the time of acceptance of such Base Rent, Additional Rent, Fees or Charges, nor shall County's acceptance of payment be deemed to be a waiver of any other right or remedy allowed in law or in equity. The consent or approval by County to any act of Lessee requiring County's approval shall not be deemed to waive or render unnecessary the need for County's consent to or approval of any subsequent similar act of Lessee.

14.2. **Express Waivers by Lessee**

In addition to the foregoing, except as may arise out of the sole active negligence or the sole willful misconduct of County, its officers, employees and agents, Lessee specifically waives any and all of the following claims or causes of action which it may now or hereafter have against County, its officers, employees, contractors and agents:

14.2.1. **Other Airport Lessees or Users**

For any loss, injury or damage arising or resulting from any act or omission of any occupant, licensee, sublicensee, concessionaire or other occupant of the Airport, or any person who uses the Airport with or without the authorization or permission of County; or

14.2.2. **Lessee's Use of Premises**

For any loss or damage to the property of, or injury or damage to Lessee, its officers, employees, agents, contractors or any other person, from any cause or condition arising at any time on account of Lessee's use of the Premises; or

14.2.3. **Lessee's Operations**

For damage to its operations (including, without limitation, any interruption thereof), or to goods, wares, merchandise or other property on or about the Premises, and for injuries or death to persons on or about the Premises from any cause or causes arising at any time.

Section 15. Indemnification

Lessee shall protect, defend, indemnify and hold harmless County, its officers, employees contractors and agents against any claim, loss, obligation or liability arising out of or resulting in any way from Lessee's occupation or use of the Premises or the Airport (including without limitation, death or injury to any person) due in whole or in part to the negligent acts (active or passive) by Lessee or to the willful actions or omissions by Lessee, Lessee's officers, employees, or, while acting on behalf of Lessee, Lessee's subcontractors, sublessees and/or agents. Lessee's obligations to indemnify and hold harmless set forth above shall not apply to any such claim, loss, obligation or liability which is due to the sole active negligence or willful misconduct of County and/or its employees, officers or agents. All of Lessee's obligations under this Section

are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement and continue so long as a viable claim exists. In an action or claim against County in which Lessee is defending County, Lessee shall consult with County prior to selecting legal counsel to provide County's defense.

15.1. Environmental Indemnification/Presumption

Except as otherwise provided in this Agreement, Lessee agrees to defend (using legal counsel reasonably acceptable to the County, taking into consideration that in certain circumstances legal counsel is designated by insurance carriers), indemnify, and hold harmless the County from and against any and all actual or alleged claims, damages, expenses, costs, fees which may be imposed upon, claimed against or incurred or suffered by the County due to actual or alleged damage or loss to a third party, and which, in whole or in part, arise from any of the following that result in a Hazardous Material release: (a) any negligent or wrongful act or omission of Lessee or any partner, officer, director, employee, agent, contractor, Assignee, or a Sublessee of Lessee; (b) any use, occupation, management or control of the Premises by Lessee or any partner, officer, director, employee, agent, contractor, Assignee, or a Sublessee of Lessee, whether or not due to Lessee's own act or omission and whether or not occurring on the Premises; and (c) any breach, violation or nonperformance of any of Lessee's obligations under this Lease resulting in same. If a Hazardous Material is released at, to, or from the Premises, in violation of applicable Environmental Law is discovered, then a rebuttable presumption will exist that Lessee is responsible for all response, remediation, restoration and Environmental Costs arising from such Hazardous Substance Release, and any violation of applicable Environmental Law.

Section 16. Representations and Warranties

Lessee represents, warrants and covenants with respect to this Agreement as follows:

16.1. Agreement Properly Authorized

That Lessee has the power and authority to enter into this Agreement with County, that the directors, officers and members of Lessee have approved such power and authority to enter into this Agreement and bind Lessee, that this Agreement shall be executed, delivered and performed pursuant to the power and authority conferred by the members and be binding upon Lessee, and that the individual executing this Agreement is duly authorized to do so.

16.2. No Unresolved Claims or Disputes

That there are no unresolved claims or disputes between Lessee and County that Lessee is aware of.

16.3. Statements, Records and Reports

That Lessee shall furnish true and accurate, records, reports, resolutions, certifications, and other information as may be requested of Lessee by County from time to time during the term of this Agreement that related to an obligation of Lessee under this Agreement that are reasonably necessary for County to verify compliance by Lessee of the terms of this Agreement.

16.4. Compliance with Laws

That to the best of Lessee's knowledge, Lessee is in compliance with all Laws related to Lessee's operations in the United States and the State of California.

16.5. Good Standing

That it is now and will remain during the Term in good standing in the State of California, and it is now and will remain during the Term qualified to do business in the State of California.

Section 17. Insurance

17.1. Insurance Requirements

Lessee, at its sole cost and expense and for the full term of this Agreement or any renewal thereof, shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or are in connection with, the activities of Lessee (including its subcontractors, agents, representatives and employees) hereunder meeting at least all of the minimum insurance requirements set forth on Exhibit G attached to this Agreement.

17.2. Failure to Provide

In the event Lessee fails to procure or maintain any insurance required under this Agreement: (a) County shall have the right, but not the obligation after providing at least ten (10) days prior written notice to Lessee, without limiting or waiving any other rights or remedies it may have at law or in equity, to procure such insurance and at County's sole option charge Lessee for the cost of maintaining and procuring such insurance or to offset the cost thereof against any amount that may be due or subsequently become due to Lessee; and (b) in the event a loss occurs which would have been covered by the insurance required by this Agreement had such insurance been maintained, Lessee shall pay all amounts that would have been paid by such coverage, minus such amounts actually received by County under a policy procured by County pursuant to this Section 17.

17.3. Waiver of Subrogation

County and Lessee hereby mutually agree that so long as their respective insurance carriers concur, County and Lessee shall waive all rights of recovery against the other on account of loss and damage occasioned to such waiving party for its property or the property of others under its control but only to the extent that such loss or damage is insured against under any insurance policies which may be in force at the time of such loss or damage.

Section 18. Right to Enter

18.1. Reasons for Entry

County reserves and shall have the right by its officers, employees, agents and contractors to enter into and upon the Premises at all reasonable times scheduled in advance with Lessee (and in emergencies at all times):

18.1.1. Inspections

To make any inspection Director may deem expedient or desirable for the proper oversight and/or enforcement of the covenants, conditions, restrictions, limitations and provisions of this Agreement;

18.1.2. **Installation of Utility Lines and Sewer Lines**

To install, construct and maintain, repair, replace and use any and all public utilities, sewer lines, drainage lines, water lines, water systems, irrigation lines, electrical lines, fuel lines and any municipal uses and appurtenances thereto, either above, on or below the surface of, in, along and/or across the Premises, so long as the same does not unreasonably interfere with the use or enjoyment of the Premises;

18.1.3. **County's Exercise of Rights Pursuant to This Agreement**

To otherwise maintain, repair or replace the Premises and the Leasehold Improvements, or to do any other repair, maintenance, alteration or removal, under the conditions set forth herein; or

18.1.4. **Posting of Notices**

To post notices of nonresponsibility for improvements, alterations or repairs, if and when County shall desire to do so.

18.2. **No Rent Abatement**

Any action taken by County under this Section 18 shall be without abatement of rent or payment of damages or other amounts to Lessee for any loss of occupancy or quiet enjoyment of the Premises, without liability on the part of County for loss or damage that may be sustained by Lessee thereby, and without such action by County being construed as an eviction of Lessee or a release of Lessee from the duty of observing and performing any of the provisions of this Agreement; provided, however, that such action shall be conducted and undertaken at times and in a manner so as not to unreasonably interfere with the normal operations and business of Lessee, and it's sublessees and users, whenever reasonably possible.

Section 19. Taxes and Assessments

19.1. **Lessee to Pay Taxes**

Lessee shall pay before delinquency any and all taxes, assessments, licenses, fees, possessory interest taxes and other public charges which may be levied, assessed or imposed upon any of Lessee's leasehold interest, upon Lessee's business, or upon Lessee for the privilege of conducting business within the Premises, or upon any other property of Lessee within the Airport. Payment of any possessory interest tax shall not reduce in any way any Base Rent, Additional Rent, charges, or other fees required to be paid herein.

19.2. **Possessory Interest Taxes**

Lessee recognizes and understands that this Agreement may create a real property possessory interest that may be subject to real property taxation, and that any such possessory interest may be subject to the payment of real property taxes levied on such interest. If any possessory interest tax is levied on the Premises, the Leasehold Improvements and/or, the Lessee's estate created by

this Agreement, Lessee shall pay such tax before delinquency. County shall have no obligation to pay any possessory interest tax. No such possessory interest tax, or any other tax by any government entity, shall in any way reduce or substitute for the Base Rent, Additional Rent, Fees or Charges required in this Agreement.

19.3. No Liens or Encumbrances

Lessee shall not permit or suffer any liens or encumbrances to be imposed upon the Premises, the Airport, or any building or structure thereon as a result of its activities or failure to pay taxes without promptly discharging the same; provided, however, that Lessee may, if it so desires, contest the legality of same following prior written notice to County. In the event of a contest, Lessee shall provide a bond in an amount and in a form reasonably acceptable to County immediately following request therefor by County.

19.4. Indemnity for Lessee's Failure to Comply

Lessee shall defend, indemnify and hold County and any Leasehold Improvements now or hereafter on the Premises free and harmless from and against any liability, loss, or damage resulting from any taxes, assessments or other charges required by this Agreement to be paid by Lessee and from all interest, penalties and other sums imposed thereon and from any proceedings to enforce collection of any such taxes, assessments or other charges.

19.5. Payment by County

If Lessee fails to pay any tax or charge required by this Section to be paid by Lessee, County may, but is not obligated to, on ten (10) Business Days' prior written notice to Lessee, pay, discharge, or adjust such tax or charge for Lessee's benefit. In such event, Lessee, on receipt of written demand of County, shall reimburse County promptly for the full amount paid by County in paying, discharging, or adjusting such tax or charge together with interest thereon from its due date at the maximum interest rate then allowed by law until paid, plus pay any penalties; provided, however, County shall provide Lessee with prompt written notice (in no event less than ten (10) Business Days of County receiving notice of such claim or inquiry) of any claim or inquiry by any entity investigating whether a tax or charge may be owed by Lessee under this Agreement.

19.6. Contest of Tax or Charge

19.6.1. Notice of Contest

In the event that Lessee desires, in good faith, to contest or review by appropriate legal or administrative proceedings any tax or charge specified hereunder, Lessee, at least ten (10) Business Days prior to the delinquency of any such tax or charge or within the applicable period of time allowed by law, shall give County written notice of its intention to contest such tax or charge.

19.6.2. Procedure for Contest

Lessee may withhold payment of the tax or charge being contested if, but only if, nonpayment is permitted during the pendency of such proceedings without the foreclosure of any tax lien or the

imposition of any fine or penalty. The contest shall be prosecuted to completion (whether or not this Agreement has expired or terminated) without delay at Lessee's sole cost and expense.

19.6.3. **Payment upon Final Determination**

Within the applicable period of time allowed by law after the final determination of the amount of tax due, Lessee shall pay the amount determined to be due, together with all costs, expenses and interest (whether or not this Agreement has then expired or terminated).

19.6.4. **Failure to Pay Constitutes Event of Default**

The failure to pay any tax or charge hereunder shall constitute an Event of Default, and the obligation to pay the same shall survive the termination of this Agreement.

Section 20. Americans with Disabilities Act

Lessee shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 (ADA), as amended from time to time, with respect to the Premises and its operations at the Airport. Lessee shall develop a workplan to correct or avoid any violations or non-compliance with the ADA. Lessee shall deliver to the County, upon County's request, a copy of each such report and workplan. County's approval of or acceptance of any aspect of Lessee's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA. Pursuant to Section 15 of this Agreement, Lessee agrees to indemnify, defend and hold the County harmless from any and all costs incurred by County with respect to Lessee's failure to comply with the ADA as it applies to operations at the Airport.

Section 21. Damage or Destruction

21.1. Lessee's Obligation to Repair

If the Premises, the Leasehold Improvements or any portion thereof, are damaged or destroyed in whole or in part by fire or other casualty, the proceeds of insurance required hereunder with respect thereto shall be available to Lessee, and Lessee, subject to such reasonable terms and conditions as may be imposed by County, including but not limited to the provisions of this Agreement regarding construction (Section 6), shall forthwith repair, reconstruct and restore (subject to unavoidable delays and force majeure) the damaged or destroyed Premises and/or Leasehold Improvements (i) to substantially the same condition, character and utility value as existed prior to the event causing such damage or destruction, or (ii) to such other condition, character and value as may be agreed upon by County and Lessee.

21.2. Insufficient Insurance Proceeds

If Lessee has complied with all the insurance requirements of this Agreement and the net proceeds of insurance on account of such damage or destruction (together with the deductible under such policy) are insufficient to restore or replace the Premises, it shall be optional with Lessee to provide such additional funds and complete repairs.

21.3. **Option to Terminate Agreement**

a. If Lessee fails to expeditiously commence to repair, or if Lessee fails diligently to pursue any repair to completion and to restore Lessee's Fixed Base Operations at the Premises, in addition to any other remedies County may have, on thirty (30) days' notice County may elect to terminate this Agreement.

b. Notwithstanding anything herein to the contrary, if during the last five (5) years of the Term, including Option Terms, the Premises or the Leasehold Improvements are materially damaged, Lessee may in its discretion elect to either terminate this Agreement or rebuild and repair in accordance with Section 21.1. In the event Lessee elects to so terminate this Agreement, Lessee shall be responsible for delivering the Premises in the condition required under Section 23 of this Agreement, with the understanding that while County may require Lessee to remove any remaining improvements, Lessee shall not be required to rebuild any damaged improvements. If the Agreement is so terminated, Lessee shall be entitled to retain all proceeds from insurance on the Leasehold Improvements. However, County shall be entitled to any rent loss insurance proceeds otherwise payable upon damage or destruction of the Premises pursuant to the terms of this Agreement.

21.4. **Restoration of Premises**

If County elects pursuant to the default rights granted herein to terminate this Agreement following a damage or destruction and Lessee fails to restore as set forth herein, then at its sole cost Lessee shall remove all damaged and destroyed portions of the Premises and otherwise shall return the Premises to County in accordance with Section 23 below, with the understanding that while County may require Lessee to remove any remaining improvements, Lessee shall not be required to rebuild any damaged improvements. If County terminates the Agreement hereunder, Lessee shall be entitled to retain all proceeds from insurance on the Leasehold Improvements; however, County shall be entitled to any rent loss insurance proceeds otherwise payable upon damage or destruction of the Premises pursuant to the terms of this Agreement.

Section 22. Eminent Domain

22.1. **Definitions**

22.1.1. **Eminent Domain**

"Eminent domain" is the right of any governmental or other permitted authority to take property for public use. As used in this Section, the words "condemned" and condemnation" are coextensive with such right, and a voluntary conveyance by County or Lessee to the condemnor under threat of a taking under the power of eminent domain in lieu of or after commencement of formal proceedings shall be deemed a taking within the meaning of this Section.

22.1.2. **Total Condemnation/Total Taking**

As used in this Section, the terms "total condemnation" and "total taking" mean the taking of the fee title to the entire Premises and all Leasehold Improvements on the Premises under the power of eminent domain.

22.1.3. **Substantial Condemnation**

As used in this Section, the terms "substantial condemnation" and "substantial taking" mean the taking of so much of the Premises or Leasehold Improvements, or both, under such power as to prevent or substantially impair the conduct of Lessee's business thereon.

22.1.4. **Partial Condemnation/Partial Taking**

As used in this Section, the term "partial condemnation" and "partial taking" mean any condemnation of the Premises other than a total or substantial taking as defined in subparagraph 22.1.2 and 22.1.3 of this Section.

22.2. **Notice to Other Party**

The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

a. Notice of intended taking;

b. Service of any legal process relating to condemnation of the Premises or Leasehold Improvements;

c. Notice in connection with any proceedings or negotiations with respect to such a condemnation; or

d. Notice of intent or willingness to make or negotiate a private purchase, sale, or transfer in lieu of condemnation.

22.3. **Termination of Leasehold on Total Condemnation**

In the event that there shall be a total taking of the Premises during the Term under the power of eminent domain as defined in this Section, Lessee's obligation to pay rent and the leasehold estate hereby created shall cease and terminate as of the date title to the property is taken by the person who will put it to public use or at the time the condemnor is authorized to take possession of the property as stated in an order for possession, whichever is earlier.

22.4. **Termination of Leasehold on Substantial Condemnation**

In the event that there shall be a substantial taking of the Premises during the Term under the power of eminent domain as defined in this Section, this Agreement shall terminate as to the portion of the Premises so taken on the date title to the property is taken by the person who will put it to public use or at the time the condemnor is authorized to take possession of the property as stated in an order for possession, whichever is earlier. Lessee, at its option, may terminate this Agreement, as a result of a substantial taking of the Premises, if land taken by eminent domain results in a net loss of twenty percent (20%) or more of the total area of the Premises or if the Leasehold Improvements taken, if any, result in a net loss of twenty percent (20%) or more of the total rentable building and hangar space or if such taking substantially and detrimentally impacts Lessee's business operations from the Premises. In such event, Lessee shall notify County of its intention to terminate this Agreement within 30 days of Lessee's receipt from

County of a notice of intended taking. If Lessee does not so notify County, the taking shall be deemed a partial taking. The Agreement shall terminate as of the last day of the calendar month following the calendar month in which the notice of termination is served on County. On termination of this Agreement pursuant to this Section, all subleases and subtenancies in or on said Premises or any portion or portions of said Premises created by Lessee under the Agreement shall also terminate, and said Premises shall be delivered to County free and clear of all such subleases and subtenancies. On termination of the Agreement pursuant to this Section, both parties shall be released from all obligations under this Agreement except those specified in Section 30 of this Agreement.

22.5. **Rent and Term after Partial Taking**

In the event that there shall be a partial taking of the Premises during the Term under the power of eminent domain as defined in this Section, this Agreement shall remain in full force and effect, covering the remaining property, except that the Base Rent shall be reduced in the same ratio as the percentage of the area of the ground taken bears to the total area of the Premises.

22.6. **Restoration of Improvements after Partial Taking**

Promptly after a partial taking of the Premises during the Term under the power of eminent domain as defined in this Section, at Lessee's sole expense and in the manner specified in provisions of this Agreement relating to maintenance, repairs, and alterations, Lessee shall repair, alter, modify, or reconstruct the Leasehold Improvements so as to make them economically and feasibly usable by Lessee. If Lessee does not repair, alter, modify, or reconstruct as set forth herein, the cost of such repair shall be deducted from Lessee's share of the Award and paid to any Lender of Lessee demanding it.

22.7. **Award**

Awards and other payments on account of a taking of the Premises or the Leasehold Improvements thereon (the "Award"), or the leasehold estate created by this Agreement, shall be applied as follows:

a. Awards received on account of a total or substantial taking of the Premises or the Leasehold Improvements and/or the Leasehold Estate created by this Agreement thereon shall be paid in the following order of priority:

   i. First, to any Lender under a Permitted Mortgage, that portion of the Award attributable to the Leasehold Improvements and/or the Leasehold Estate created by this Agreement in an amount up to, but not to exceed, the unpaid balance of said Permitted Mortgage;
   ii. Second, to County that portion of the Award attributable to any land that is part of the Premises, except that the County's portion of the Award under this subparagraph shall be used in accordance with Applicable Law and paid to the FAA if required;
   iii. Third, to Lessee that portion of the Award attributable to the Leasehold Improvements that equals the percentage of the Term of this Agreement

that has, at the time of the taking, not expired;

iv. Fourth, to County that portion of the Award attributable to the Leasehold Improvements that equals the percentage of the Term of this Agreement that has, at the time of the taking, expired;

v. Fifth, to Lessee that portion of the Award attributable to Lessee's loss of goodwill and any cost or loss that Lessee may incur in the removal and relocation of Lessee's business and its trade fixtures; and

vi. Sixth, to County that portion of the Award attributable to severance damages.

vii. Seventh, without duplicating any award referenced above, to Lessee that portion of the award attributable to any excess of the market value of the Leasehold Estate for the remainder of the Term over the present value of the Leasehold Estate as of the Agreement termination date under Sections 22.3 and 22.4 (commonly referred to as the "bonus value" of the Agreement).

b. Awards and payments received on account of a partial taking of the Premises or the Leasehold Improvements thereon shall be applied in the following order of priority:

i. First, to pay the cost of restoration, repair, and reconstruction of the Premises and the Leasehold Improvements so as to make them economically and feasibly usable by Lessee;

ii. Second, to any Lender under a Permitted Mortgage in an amount equal to the decrease (if any) in its security as a result of the partial taking, less amounts payable or recovered pursuant to such taking, but not to exceed the unpaid balance of the Permitted Mortgage;

iii. Third, to County that portion of the Award attributable to any land that is part of the Premises; and

iv. Fourth, to the County, that portion of the award attributable to severance damages for the County's fee interest in the remainder property.

22.8. **Relocation Costs**

Lessee shall have the right to make a separate claim for relocation cost under Government Code Section 7262 in the event of a total or substantial taking of the Premises, the Leasehold Improvements, and/or the Premises.

22.9. **Voluntary Conveyance in Lieu of Eminent Domain**

A voluntary conveyance by County or Lessee of title to all or a portion of the Premises to a public or quasi-public agency or entity in lieu of or under threat by such agency or entity to take the same by eminent domain proceeding shall be considered a taking of title to all or such portion of said Premises under the power of eminent domain subject to this Section.

22.10. **Applicability of Section to Condemnation by County**

Should County condemn the leasehold estate created by this Agreement and/or all or part of the Leasehold Improvements or the Premises during the term of this Agreement, then the provisions contained in this Section shall also apply.

Section 23. Surrender by Lessee

23.1. No Merger

The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not work a merger.

23.2. Condition of Premises

On the Expiration Date, including any Option Terms (or as of the end of the Pioneering Period for the purposes of the Pioneering Period Premises), Lessee shall quit and surrender, in good condition and repair (ordinary wear and tear excepted), the Premises (or portion thereof as solely related to the Pioneering Period Premises at the end of the Pioneering Period) and all alterations, additions, Leasehold Improvements and betterments which may have been made to the Premises, except: (i) movable and unattached personal property, temporary structures, furniture, equipment and trade fixtures installed at the expense of Lessee or any sublessee; and (ii) such other property, if any, which Lessee is expressly authorized in writing by Director to remove from the Premises.

23.3. Lessee's Duty to Remove

Lessee shall ascertain in writing from Director not less than one hundred eighty (180) days prior to the end of the Term, including any Option Terms (or end of the Pioneering Period for the purposes of the Pioneering Period Premises) whether Director desires to have Lessee remove any Leasehold Improvements (including temporary structures), construction, betterment, alterations or additions which may have been made by Lessee upon the Premises and cap off all utilities. Lessee shall remove the Leasehold Improvements, construction, betterment, alterations or additions existing upon the Premises if so requested by Director to be removed and Lessee shall restore the Premises at Lessee's sole cost and expense no later than one hundred twenty (120) days after the end of the Term, including any Option Term(s). For these purposes, "restore the Premises" means removal of all facility improvements to preexisting conditions, and termination of all utilities at the Premises boundary, or the temporary connection point as determined by the Director. If Lessee fails to restore the Premises, County shall have the right, but not the obligation, to restore the Premises and seek reimbursement from Lessee through whatever remedies are allowed by law or as set forth in this Agreement. Any failure by Lessee to so notify Director shall not relieve Lessee of its obligations under this Section. At the end of the Term, including Option Terms, as to those Leasehold Improvements that County elects to have remain on the Premises, Lessee agrees to do all acts and execute and deliver all documents necessary to confirm in County title to those Leasehold Improvements.

23.4. Removal of Personal Property

Lessee shall, on or before the expiration or earlier termination of this Agreement (or end of the Pioneering Period for the purposes of the Pioneering Period Premises), remove all personal property (except such as it may be required to surrender under the provisions of the two immediately preceding paragraphs) from the Premises, and all such property not so removed prior to any vacation, abandonment, dispossession or surrender of the Premises shall be deemed, at the option of Director, to have been abandoned by Lessee. County may, at the option of

Director, retain any such personal property so abandoned by Lessee or remove and/or dispose of such property; Lessee shall reimburse County for any costs or expenses incurred by County in removing and/or disposing of such property promptly upon demand by County.

23.5. Environmental Remediation

Lessee shall on or before the expiration or earlier termination of this Agreement (or end of the Pioneering Period for the purposes of the Pioneering Period Premises) perform all environmental assessments, investigations, and remediation necessary to render the Premises free and clear of any Hazardous Materials, including from actions or events caused by Lessee's organizational predecessors.

Section 24. Prohibition of Gifts

Lessee is familiar with the prohibitions and limitations on gifts to public officials and their family members as defined by the Political Reform Act and Fair Political Practices Commission (FPPC) regulations as amended from time to time. Lessee understands and agrees that giving or transferring of any prohibited gift, as defined by the Political Reform Act and/or FPPC regulations as amended from time to time, to any County public official and/or any family member of a County public official may adversely impact County business, and so the giving of any such prohibited gift shall constitute a material breach of this Agreement by Lessee.

Section 25. Compliance with Laws

25.1. Governmental Requirements

Lessee shall, at its sole cost and expense, promptly and faithfully observe and comply in all material respects with all requirements of all Laws now in force or which may hereafter be in force, pertaining to the Premises and Lessee's operations and activities thereon. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee, whether County be a party thereto or not, that Lessee has violated any such Law in the use of the Premises or the Airport shall be conclusive of that fact as between County and Lessee.

25.2. County Rules and Regulations

Lessee agrees to observe and obey all rules and regulations adopted by County from time to time with respect to the use of all Airport property, Terminals, the Premises and related facilities. County shall enforce all Airport Rules and Regulations in a uniform and non-discriminatory manner.

25.3. Workers' Compensation Insurance

At all times during the term of this Agreement, Lessee shall subscribe to and comply with the Workers' Compensation Laws of the State of California and pay such premiums as may be required thereunder and save County harmless from any and all liability arising from or under said act.

25.4. Status of Lessee as Independent Contractor

Lessee shall be and remain an independent contractor with respect to all installations, construction, and services performed hereunder and agrees to and hereby accepts full and exclusive liability for the payment of any and all contributions, or taxes for social security; unemployment insurance, retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Lessee on work performed under the terms of this Agreement, and further agree to obey all rules and regulations which are now, or hereafter may be, issued or promulgated under Laws by any duly authorized state or federal officials; and Lessee shall indemnify and save harmless County from any such contributions or taxes or liability therefor.

Section 26. Agreements with the United States

This Agreement shall be subject and subordinate to the provisions of any Federal agreement relative to the use, operation or maintenance of the Airport, the execution of which Federal agreement has been or may now or hereafter be required as a condition precedent to the obtaining and/or expenditure of Federal funds for the development of the Airport, and any properties acquired in conjunction with its operations ("Grant Assurances"). Lessee agrees that to the extent that any such Federal agreement shall affect Lessee and its use of the Premises and the Airport, Lessee shall act in compliance therewith. In the event of a conflict between this Agreement and the Grant Assurances, the County shall have the unilateral right to modify this Agreement to ensure compliance with the Grant Assurances.

Section 27. Grant Agreement Covenants

27.1. Nondiscrimination

Lessee acknowledges that County is subject to Federal grant agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the nondiscrimination covenants attached to this Agreement as Exhibit I.

27.2. Fair, Equal and Just Provisions

Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service. Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

27.3. County's Right to Develop and Maintain the Airport

County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

The County has the sole discretion to perform any maintenance or repairs and to construct any additions or improvements to the common or public areas of the Airport as it sees fit and to perform such maintenance or repairs and construct such additions or improvements at the times and places it deems necessary or desirable. The County shall have the right to direct the Lessee's

activities as necessary in order to perform such maintenance or repairs and to construct such additions or improvements. The County shall attempt to mitigate any adverse impact to the Lessee's business if such actions can be accomplished without materially and significantly impacting the cost or schedule of the maintenance or repairs or construction. Lessee accepts that these impacts may occur and agrees that nothing in this Agreement shall give the Lessee any right to recover lost revenues, rents or profits caused by or on account of the County's maintenance or repairs and additions or improvements to the Airport.

27.4. **Landing Area**

County reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control activities of Lessee in this regard. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States, relative to the development, operation or maintenance of the Airport.

There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

27.5. **Notice of Future Work**

Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations for all future structures or buildings planned for the location(s) of its activities, or in the event of any planned modification or alteration of any present or future building or structure situated at the Airport. Lessee shall prepare, assist, and cooperate with County in the preparation and filing of FAA Form 7460-1 as required by FAA regulations for any equipment or above-ground facilities at the Airport.

27.6. **No Interference**

Lessee, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, County reserves the right to enter upon the Premises occupied by Lessee and cause the abatement of such interference at the expense of Lessee.

27.7. **No Grant of Exclusive Right**

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C.) § 1349a).

27.8. **Time of War or National Emergency**

This Agreement and its provisions shall be subject to whatever right the United States

Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of Airport or the exclusive or non-exclusive use of Airport by the United States during the time of war or national emergency.

27.9. Height Limitations

Lessee, by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises to a height above the mean sea level that would exceed Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, County reserves the right to enter upon any area utilized by Lessee and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.

Section 28. Modifications for Granting FAA Funds

In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Lessee agrees to consent in writing upon the request of County to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable County to obtain FAA funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder. A failure by Lessee to so consent shall constitute a breach of this Agreement.

Section 29. Airport Security

29.1. Airport Master Security Plan

Lessee agrees to abide by all provisions of the Airport's security plans, including those set forth in Section 2.2 of the Rules and Regulations and all amendments or revisions to said plans during the term of this Agreement) approved by the FAA, the United States Transportation Security Administration (TSA), or any successor agency, and agrees to institute and carry out all security measures as provided in said Plan. Any violations of the Security Plan which result in fines to County by the FAA, TSA or any successor agency and which are caused by Lessee, its officers, agents, employees or invitees, will be assessed to Lessee by County and will be deemed to be additional Base Rent payable by Lessee to County following invoice thereof by County to Lessee pursuant to Section 5 of this Agreement.

29.2. Lessee Security Measures

Lessee shall be solely responsible for instituting and carrying out specific security measures required by the Airport's security plans, including but not limited to Section 3.9 of the Development Standards, in the areas where it is authorized to operate to prevent vandalism or damage to persons or property. County shall be responsible only for providing general security throughout the Airport; and County shall not be responsible for providing security at or on the Premises, and shall not be liable for any vandalism or damage to persons or property that may occur in the areas of Lessee's operation.

Lessee in recognition of the nature of the Premises and the damage that could occur as a result of vandalism on the Premises, shall institute a security plan, approved by the Director, to deter vandals and to limit access to the Premises to authorized persons.

29.3. County's Right to Implement Security Measures

Lessee understands and acknowledges that County reserves the right to implement or change security measures that may limit public access to the Airport or the Terminals. In such event, Lessee waives all rights against County for such limitation, and County shall not be liable to Lessee for any amount, including compensation, in the form of reduction of any rent or fees.

Section 30. Survival of Indemnities

Expiration or termination of this Agreement shall not affect the right of either party to enforce any and all indemnities given or made to the other party under this Agreement, nor shall it effect any provision of this Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Agreement, the indemnitor has an immediate and independent obligation to defend the indemnitee from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.

Section 31. No Personal Liability

No elected official, director, officer, agent or employee of either party shall be personally liable by or to the other party pursuant to any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 32. Force Majeure

Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement which results or arises from a Force Majeure event, for so long as such event continues to persist.

Section 33. Surrender/Merger

On the last day or sooner termination of the Term, Lessee shall quit and surrender the Premises subject to the provisions of Section 23 and in accordance with the provisions of this Section 33. If Lessee has made a Transfer in accordance with the provisions of this Agreement and if Lessee's rights hereunder shall be terminated prior to the expiration of the Term, County may elect either (i) to terminate all or any existing subleases, subtenancies or other rights created by the Transfer (notwithstanding any prior consent of County) or (ii) to continue the rights created by the Transfer, in which event all rights of Lessee with regard to the Transfer shall be deemed assigned to County as of the date Lessee's rights are terminated.

Section 34. Holding Over

Lessee's tenancy for the Primary Premises shall automatically expire at the end of the Term plus Option Terms, and Lessee's tenancy for the Pioneering Premises shall automatically expire at the

end of the Pioneering Period. Any holding over after the expiration or earlier termination of the Term, including Option Terms, or the expiration or termination of the Pioneering Period for the purposes of the Pioneering Period Premises, shall require an amendment of this Agreement. Any holding over of either the Permanent Premises or Pioneering Premises beyond their respective term, without an executed amendment of this Lease, shall be at a rent equal to one hundred fifty (150%) of the Base Rent for the last month of the Term or Pioneering Period as applicable. In addition, Lessee shall be responsible for any other damage to County caused by Lessee's failure to comply with the Agreement terms. The Director may terminate the holdover tenancy at any time by providing thirty (30) days' prior written notice to the Lessee.

If the Lessee shall holdover and fail to surrender the Premises upon the expiration or termination of this Agreement then, in addition to any other liabilities to the County arising therefrom, the Lessee shall and does hereby agree to indemnify, defend, and hold the County harmless from any loss or liability resulting from the Lessee's failure to surrender the Premises, including but not limited to claims made by any succeeding tenant.

Section 35. No Third Party Beneficiary

Nothing contained in this Agreement shall be construed as conferring any benefit on any person not a party to this Agreement, nor as creating any right in any person not a party to this Agreement to enforcement of any obligation created under this Agreement.

Section 36. Prior Agreements

County and Napa Jet Center, Inc. are parties to (i) that certain Napa County Agreement No. 3371 dated June 22, 1993, and amended by that certain First Amendment dated January 3, 1995 and that certain Second Amendment dated October 20, 2020 (collectively, the "Existing FBO Lease"), (ii) that certain Aviation Fuel Management Agreement No. 6663 dated July 1, 2006 (the "Fuel Management Agreement"), and (iii) that certain land lease agreement No. 4174 dated June 15, 1999 ("Large Hangar Land Lease"), and together with the Existing FBO Lease, and the Fuel Management Agreement, the "Existing Agreements". As of the Effective Date, the Existing Agreements are hereby terminated and of no further force or effect, and neither party shall have any further obligations thereunder, except those which survive the termination of the Existing Agreements under the terms therein, are incorporated herein pursuant to Section 3.8, or as otherwise specified in this Section 36 or Section 4.4.2.2.

Section 37. Miscellaneous

37.1. Attorneys' Fees

If legal proceedings are initiated by either Party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees and court costs, to the extent permitted by the court.

37.2. Bailee Disclaimer

It is hereby understood and agreed that County in no way purports to be a bailee, and is therefore not responsible in any way for any damage to the property of Lessee, Lessee's contractors, agents, employees and invitees.

37.3. Consent

Unless expressly stated otherwise, whenever in this Agreement the approval or consent of a party is required, in order for such approval to be effective: (i) such approval or consent must be obtained in advance; (ii) must be in writing; and (iii) must be executed by a person having the express authority to grant such approval or consent. In addition, except to the extent expressly provided to the contrary herein, all consents or approvals required hereunder shall not be unreasonably withheld, conditioned or delayed.

37.4. Controlling Law/Consents to Jurisdiction

Except as federal law may apply, the parties agree that this Agreement shall be governed and construed by and according to the laws of the State of California without regard to the conflicts or choice of law provisions thereof. In the event that suit, action or proceeding shall be brought by either party under this Agreement, the parties agree that jurisdiction over such proceeding shall be vested in the state courts of California in the County of Napa or in the United States District Court in the Northern District of California.

37.5. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

37.6. Entire Agreement

This instrument contains all of the terms and conditions entered into and made by and between the parties with respect to County's lease to Lessee's use of the Premises and may not be modified orally, or in any manner, other than by an amendment to this Agreement in writing signed by all the parties hereto or their respective successors-in-interest.

37.7. Headings

The headings of the several Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

37.8. Modification of Lease

This Agreement shall not be modified orally, or in any manner, other than by an amendment to this Agreement in writing signed by all parties hereto or their respective successors-in-interest. This does not apply to administrative amendments anticipated by this Agreement, whereby exhibits will be added or replaced by the Director based on legal descriptions prepared by a licensed surveyor describing the Premises (Exhibit B), the Non-exclusive License Area (Exhibit C), and any corresponding changes in square footage used to calculate rents and fees set forth in

Exhibits B-1, B-2, and C-1.

37.9. Resolutions

Lessee shall submit a copy of an appropriate company resolution, if requested by County, which authorizes any director or officer to act on behalf of Lessee or which authorizes Lessee to enter into this Agreement.

37.10. Severability

If a court of competent jurisdiction finds or rules that any Section of this Agreement is void or unenforceable, the remaining Sections of this Agreement shall remain in effect.

37.11. Successors and Assigns

The provisions of this Agreement shall, subject to the provisions of this Agreement concerning transfer, apply to and bind the successors and assigns of the parties hereto.

37.12. Time of Essence

Time is of the essence of this Agreement and each of its provisions and failure to comply with this provision shall be a material breach of this Agreement.

37.13. Relocation Assistance – Waiver of Claims

Lessee acknowledges that it will not be a "displaced person" at the time this Agreement is terminated or expires by its own terms, regardless of any extension whether by hold- over or otherwise. By its execution of this Agreement and in consideration of its terms, Lessee fully releases, waives, and discharges forever any and all claims or other losses against and covenants not to sue the County or any County entity under any laws, including any and all claims for relocation benefits or assistance from the County under federal and state relocation assistance laws.

37.14. No Joint Venture

The relationship between Lessee and County hereunder is strictly that of County and Lessee. The parties intend and agree that County is not in any way or for any purpose, a partner of Lessee in the conduct of Lessee's business or a member of a joint enterprise with Lessee. County does not assume any responsibility for Lessee's conduct or performance under this Agreement.

37.15. Number and Gender

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

37.16. Material Considerations

Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration of County's entry into this Agreement, and any

breach hereof by Lessee shall be deemed to be a material breach. Each term and provision of this Agreement performable by Lessee shall be construed to be both a covenant and a condition.

37.17. Exhibits and Addenda

All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment thereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

37.18. Interpretation

The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the County or Lessee.

37.19. No Assumption

The review, approval, inspection, examination, or consent of County of or to any item to be reviewed, approved, inspected, examined, or consented to by County shall not constitute the assumption of any responsibility by County for either accuracy or sufficiency of any item or the quality or suitability of such item for its intended use, but rather for the sole purpose of protecting County's interests. No third parties, including Lessee or persons claiming under Lessee shall have any rights hereunder resulting therefrom or otherwise.

37.20. Recordation of Lease and Title Insurance

Lessee may, at its sole cost and expense, cause a Memorandum of Ground Lease for this Lease to be recorded in the appropriate land records for the County, and the County agrees to execute and deliver such Memorandum of Ground Lease to Lessee in a recordable form. Lessee may, at its sole cost and expense, obtain an owner's leasehold title policy with respect to Lessee's title to the leasehold created by this Lease. The County agrees to execute and deliver to Lessee any customary consents and certifications that may be reasonably required by the title company in connection with issuing such title policy.

Section 38. Dispute Resolution

38.1. Mandatory Mediation

If a dispute arises between County and Lessee relating to a Party's obligations under this Agreement that cannot be resolved through informal discussions and meetings, County and Lessee shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA, or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation must be completed prior to termination of this Agreement by County or Lessee, unless otherwise agreed in writing by the Parties.

38.2. Selection of Mediator

A single mediator that is acceptable to County and Lessee shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and

chosen from lists furnished by JAMS, AAA, or any other agreed upon neutral organization.

38.3. **Mediation Expenses**

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All mediation costs, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be paid half by the County and half by Lessee unless otherwise agreed. Each Party is responsible for their own attorney's fees.

38.4. **Conduct of Mediation**

Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings pursuant to California Evidence Code sections 1115 through 1129, and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. County and Lessee shall have representatives attend the mediation who are authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either Party may have attorneys, witnesses or experts present.

38.5. **Mediation Results**

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

Section 39. Notices

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other, shall be in writing and shall be addressed as follows. All notices shall be sufficiently given and served upon the other party if (i) sent by U.S. mail, postage prepaid, certified or registered, return receipt requested or (ii) by facsimile to the facsimile numbers indicated herein for either party, with a copy mailed U.S. mail, first class, postage prepaid within twenty four hours or (iii) by recognized overnight courier or (iv) personally served.

If to County, the same shall be addressed to each of the following:

Director of Public Works / Director of Aviation
Napa County Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559

Airport Manager
Napa County Airport
2030 Airport Road

Napa, CA 94558

or to such other places as County may designate in writing.

If to Lessee, the same shall be addressed to:

Napa Jet Center, Inc. dba Atlantic Aviation
2030 Airport Road
Napa, CA 94558
Attn: General Manager

with a copy to:

Napa Jet Center, Inc. dba Atlantic Aviation
5201 Tennyson Parkway, Suite 150
Plano, TX 75024
Attn: General Counsel

or such other place as Lessee may designate in writing. All termination notices shall be served in accordance with California Code of Civil Procedure Section 1162, as it may be amended or modified.

/ / /

/ / /

/ / /

IN WITNESS WHEREOF, this Agreement is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Napa Jet Center, Inc. dba Atlantic Aviation, through its duly authorized officers.

NAPA JET CENTER, INC. DBA ATLANTIC AVIATION, a California corporation

By: _____
Louis T. Pepper, President & CEO

By: _____
Clive Lowe, Executive Vice President

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ Deputy County Counsel Date: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

CORPORATE SECRETARY CERTIFICATE

This certificate shall be executed by the secretary or assistant secretary of a corporation.

I ,____, certify that I am the _____ secretary of the corporation named in the attached agreement; that_____signed the agreement on behalf of the corporation as the_____of the corporation; and that the agreement was duly signed for and in behalf of the corporation by authority of its Board of Directors, and is within the scope of its corporate powers.

_____

_____

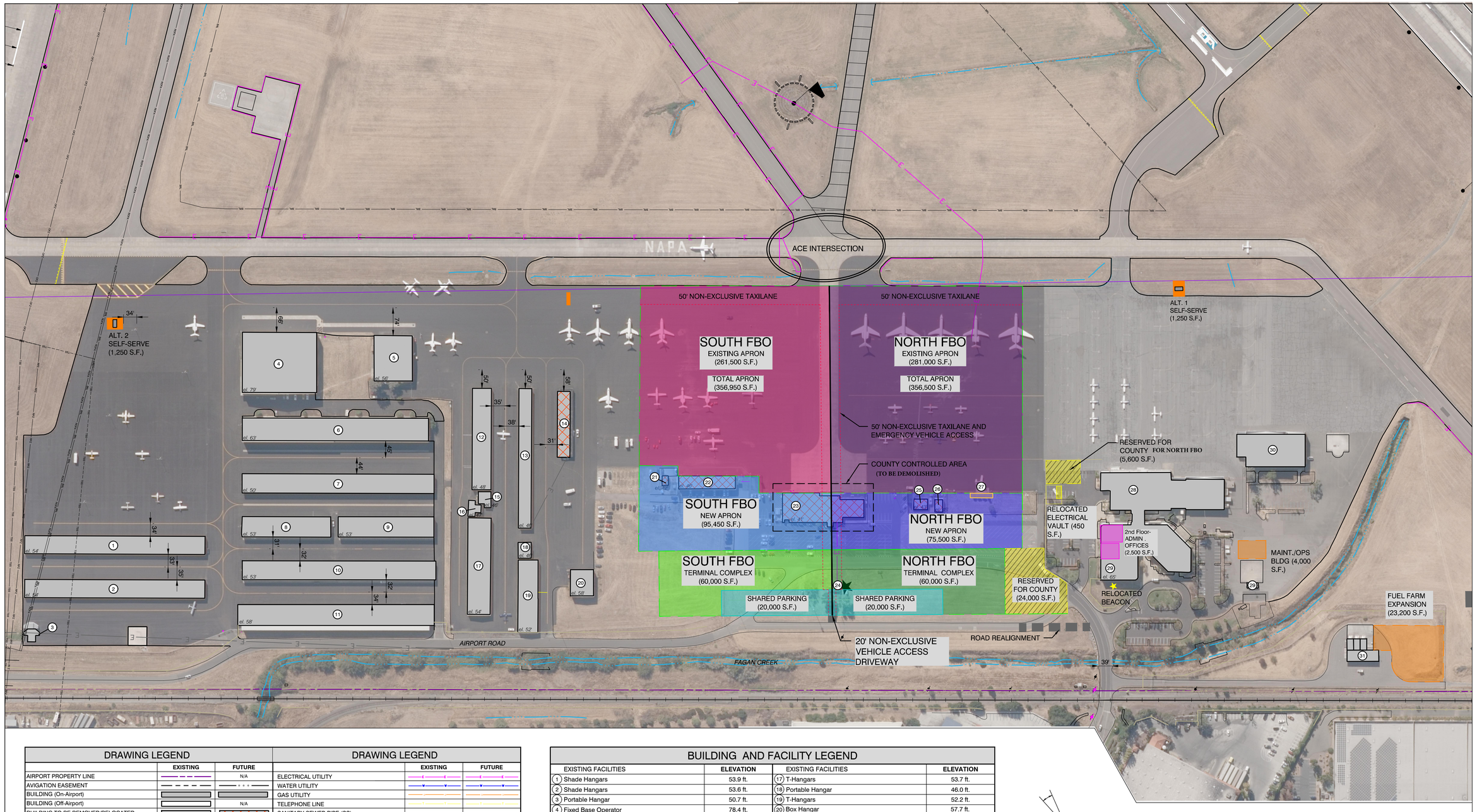
Date

_____

Corporate Seal

EXHIBIT A

DRAFT TERMINAL AREA PLAN



DRAWING LEGEND

	EXISTING	FUTURE
AIRPORT PROPERTY LINE		N/A
AVIGATION EASEMENT		
BUILDING (On-Airport)		
BUILDING (Off-Airport)		N/A
BUILDING TO BE REMOVED/RELOCATED		
FENCE		
REIL		
BEACON		
UTILITY POLE		N/A
WATERWAY / CULVERT		N/A
RAILROAD TRACKS		N/A
RUNWAY PROTECTION ZONE (RPZ)	RPZ	RPZ
BUILDING RESTRICTION LINE (BRL)	BRL	BRL
RUNWAY OBJECT FREE AREA (ROFA)	ROFA	ROFA
OBSTACLE FREE ZONE (OFZ)	OFZ	OFZ
THRESHOLD SITING SURFACE (TSS)	TSS	TSS
TAXILANE OBJECT FREE AREA (OFA)	TOFA	TOFA

DRAWING LEGEND

	EXISTING	FUTURE
ELECTRICAL UTILITY		
WATER UTILITY		
GAS UTILITY		
TELEPHONE LINE		
SANITARY SEWER PIPE (SS)		
STORM DRAIN PIPE (SD)		
REMOVED UTILITY (ALL)		
CRITICAL HABITAT BOUNDARY		
AIRPORT REFERENCE POINT		
SECTION CORNER		N/A

BUILDING AND FACILITY LEGEND

EXISTING FACILITIES	ELEVATION	EXISTING FACILITIES	ELEVATION
(1) Shade Hangars	53.9 ft.	(17) T-Hangars	53.7 ft.
(2) Shade Hangars	53.6 ft.	(18) Portable Hangar	46.0 ft.
(3) Portable Hangar	50.7 ft.	(19) T-Hangars	52.2 ft.
(4) Fixed Base Operator	78.4 ft.	(20) Box Hangar	57.7 ft.
(5) Specialty Fixed Base Operator	55.2 ft.	(21) Fixed Base Operator Shop Building	42.1 ft.
(6) Box Hangars	63.0 ft.	(22) Fixed Base Operator	45.9 ft.
(7) T-Hangars	49.6 ft.	(23) General Aviation Terminal	41.2 ft.
(8) T-Hangars	52.7 ft.	(24) Electrical Vault	39.4 ft.
(9) T-Hangars	52.9 ft.	(25) Equipment Building	42.7 ft.
(10) T-Hangars	52.6 ft.	(26) Equipment Building	45.0 ft.
(11) Box Hangars	58.0 ft.	(27) Self-Serve Fuel Facility (60' x 12' License)	41.0 ft.
(12) T-Hangars	47.6 ft.	(28) Fixed Base Operator	65.0 ft.
(13) T-Hangars	45.9 ft.	(29) Proposed Administration Offices/ Pilot's Lounge	65.0 ft.
(14) T-Hangars	42.2 ft.	(30) Hangar	65.0 ft.
(15) Portable Hangar	46.0 ft.	(31) Fuel Farm	32.0 ft.
(16) Portable Hangar	47.0 ft.	Note: All elevations are estimated.	

13.99° E
ANNUAL RATE OF CHANGE 0° 3' W
(November 2013)

100'
0 FEET 200'

Exhibit A

Draft Terminal Area Plan
Napa County Airport

GENERAL DEPICTION - SUBJECT TO CHANGE

EXHIBIT A-1

PREMISES – GENERAL DEPICTION 1 (Fuel Farm)

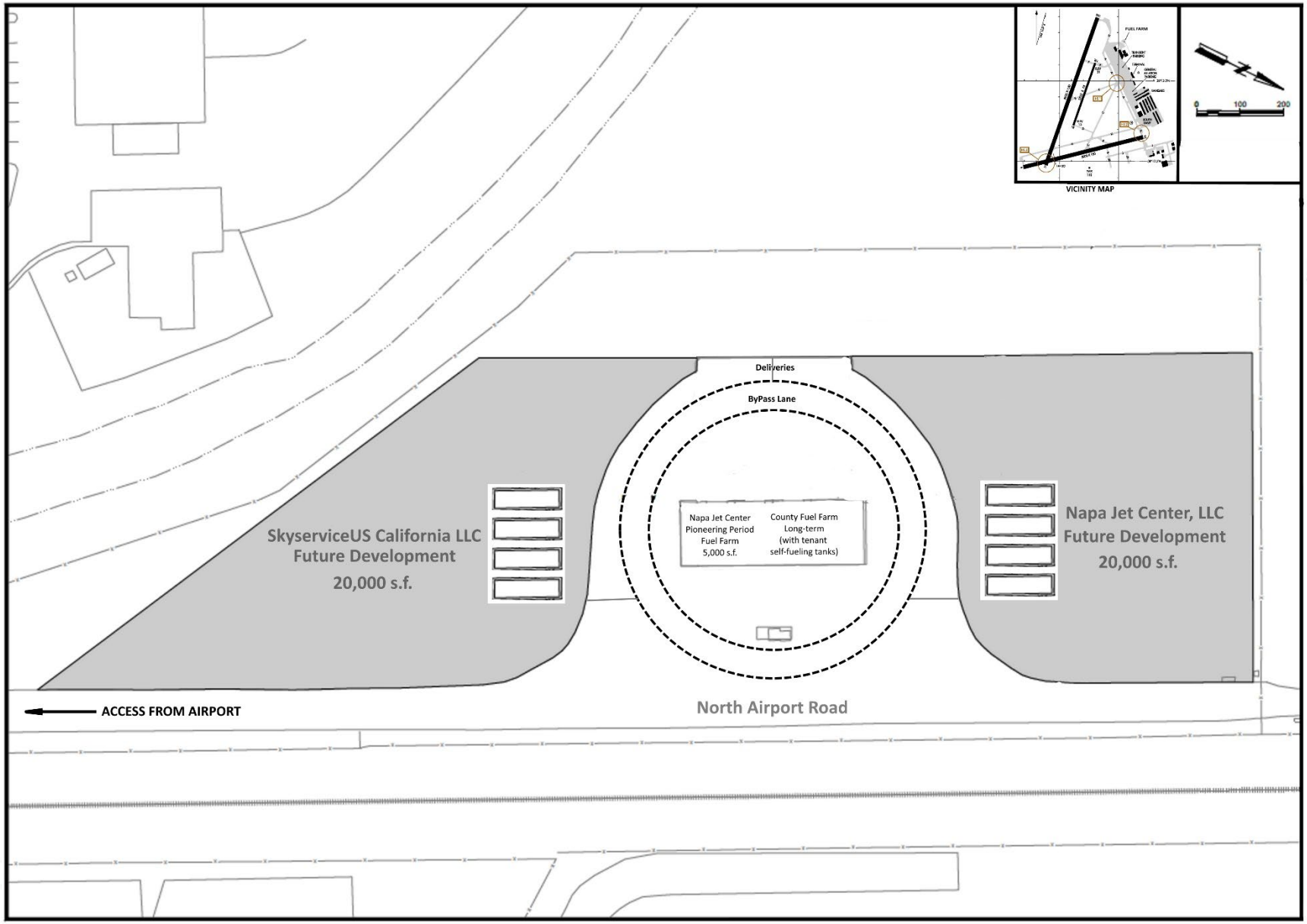


Exhibit A-1

Fuel Farm Area Delineation
Napa County Airport

EXHIBIT A-2

PREMISES - GENERAL DEPICTION 2 (Terminal Area)

NAPA

ACE INTERSECTION

NON-EXCLUSIVE AREAS FOR
NORTH FBO NE1, NE2, & NE3
COMBINED AREA: 74,948 S.F.

(N) SELF SERVE FUEL FARM

SOUTH FBO-NE1
AREA: 49,678 S.F.

SOUTH FBO-SP1
AREA: 275,766 S.F.

SOUTH FBO-NE2
AREA: 12,544 S.F.

SOUTH FBO-SP2
AREA: 64,530 S.F.

SOUTH FBO-NE3
AREA: 12,726 S.F.

SOUTH FBO-SP3
AREA: 80,175 S.F.

GATE 1

RELOCATED
BEACON

FUTURE FUEL FARM EXPANSION

ROAD REALIGNMENT

FAGAN CREEK

(E) FUEL FARM

TRUE

MAGNETIC

13.99° E
ANNUAL RATE OF CHANGE 0° 3' W
(November 2013)

75'

0 FEET 150'

X:\1415900\181532.01\TECH\CAD\Premises General Depiction 2.dwg Nov 15, 2022 - 11:34am

Exhibit A-2

South FBO Area Delineation
Napa County Airport

EXHIBIT A-3

PREMISES - GENERAL DEPICTION 3 (Large Hangar)

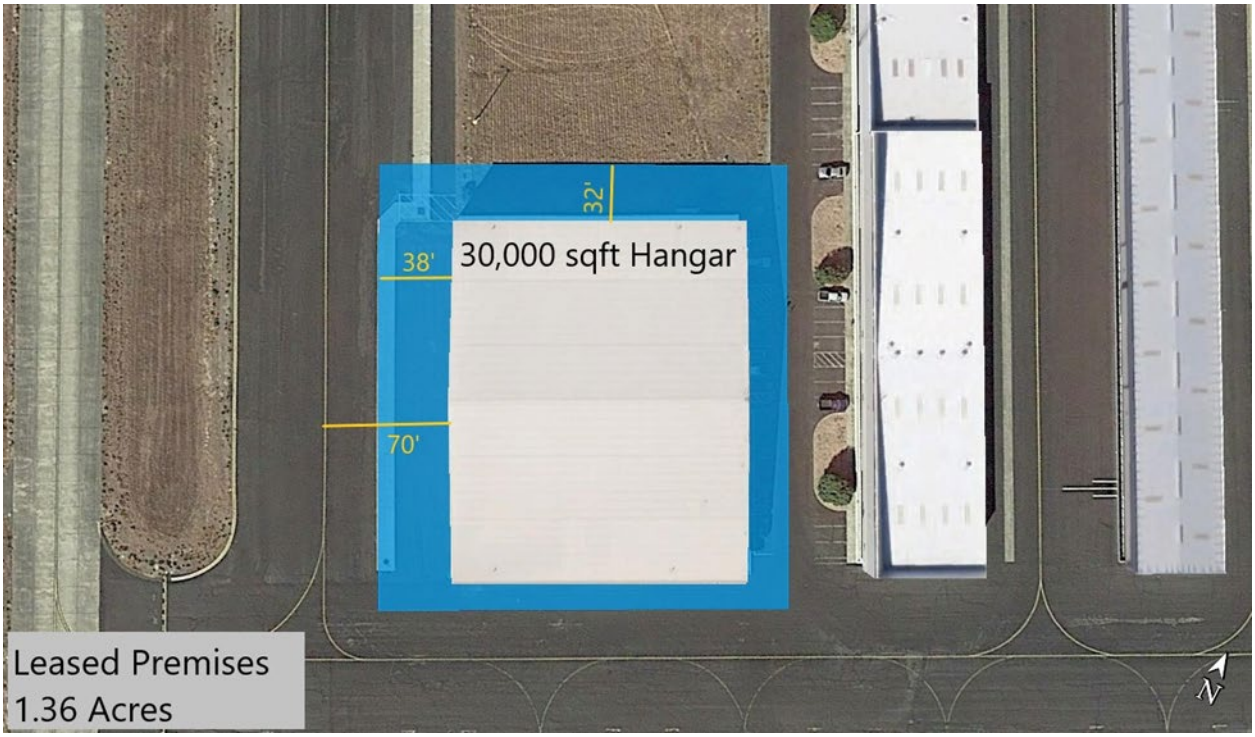


EXHIBIT B

PREMISES

[Legal descriptions of the Premises as described in this Agreement, as prepared by a licensed surveyor, and as generally visually depicted in Exhibit A-1, Exhibit A-2, and Exhibit A-3 as the separate parts of the Primary Premises and Pioneering Period Premises, shall be incorporated into this Exhibit B by the Director by administrative amendment (signatures of the Parties are not required).]

EXHIBIT B-1

PRIMARY PREMISES RENT

Primary Premises Rent – Combined area of Initial Premises & Supplemental Primary Premises No. 1 (as generally depicted in Exhibit A-2) 295,766 SF at $1.00/SF/YR	$ 295,766 /YR
Primary Premises Rent – Upon Inclusion of Supplemental Primary Premises No. 2 (Combined area of Initial Primary Premises, Supplemental Primary Premises No. 1, & Supplemental Primary Premises No.2 as depicted in Exhibit A-2) 360,296 SF at $ 1.00 /SF/YR	$ 360,296 /YR
Primary Premises Rent – Upon Inclusion of Supplemental Primary Premises No. 3 – (Combined area of Initial Premises, Supplemental Primary Premises No. 1, Supplemental Primary Premises No. 2, & Supplemental Primary Premises No. 3 as depicted in Exhibit A-2) 440,471 SF at $ 1.00 /SF/YR	$ 440,471 /YR
Primary Premises Rent –Supplemental Primary Premises No. 4 (Large Hangar located at 2038 Airport Rd. Napa, CA 94558 as depicted in Exhibit A-3) **January 1, 2023 – June 30, 2029:** 59,049 SF at $ 1.00/SF/YR **Effective July 1, 2029:** 30,000 SF at $ 13.20 (+ annual CPI for period between January 1, 2023 and June 30, 2029) /SF/YR 29,049 SF ramp at no charge	$59,049 /YR To be determined

EXHIBIT B-2

PIONEERING PERIOD PREMISES RENT

Pioneering Period Premises Rent – 5,000 SF in vicinity of Fuel Farm as depicted in Exhibit A-1 at the following rates: 5,000 SF at $ 1.00/SF/YR	$ 5,000 /YR

EXHIBIT C

NON-EXCLUSIVE LICENSE AREAS

[Legal descriptions of the Non-Exclusive License Areas as described in this Agreement, as prepared by a licensed surveyor, and as generally visually depicted in Exhibit A-2, shall be incorporated into this Exhibit C by the Director by administrative amendment (signatures of the Parties are not required).]

EXHIBIT C-1

NON-EXCLUSIVE LICENSE AREA FEE

South FBO – Non-Exclusive License Area Fee (as depicted in Exhibit A-2) upon Lessee's possession of the Supp. Primary Premises No. 1 49,678 SF at $ 1.00 /SF/YR	$ 49,678 /YR
South FBO – Non-Exclusive License Area Fee (as depicted in Exhibit A-2) upon Lessee's possession of the Supp. Primary Premises No. 2 62,222 SF at $ 1.00 /SF/YR	$ 62,222 /YR
South FBO – Non-Exclusive License Area Fee (as depicted in Exhibit A-2) upon Lessee's possession of the Supp. Primary Premises No. 3 74,948 SF at $ 1.00 /SF/YR	$ 74,948 /YR

EXHIBIT D

HAZARDOUS MATERIALS

In addition to complying with the provisions set forth earlier in this Agreement, Lessee agrees to the following provisions:

1. Notification of Release. Lessee shall be solely and fully responsible for notifying the appropriate public agencies of any Hazardous Material release which occurs on the Premises, or is caused by or results from the activities of Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees on the Airport other than the Premises. Lessee shall, immediately after learning thereof, notify County of any Hazardous Material release which occurs on the Premises, regardless of whether the release was caused by or results from Lessee's activities or is in a quantity that would otherwise be reportable to a public agency, or which occurs on the Airport other than the Premises and is caused by or results from the activities of Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees, regardless of whether the release is in a quantity that would otherwise be reportable to a public agency.

2. Liability. Lessee shall be solely and fully responsible and liable for:

(a) any Hazardous Material Release which is caused by or results from the activities of Lessee, Lessee's officers, agents, employees, contractors, or sublessees on the Airport.

(b) any Hazardous Material Release which is caused by or results from the activities of permittees or invitees on the Airport if the same was caused by the negligent or intentional misconduct of Lessee.

(c) any Hazardous Material release that commences during the term of the Agreement on the Premises, unless Lessee establishes through investigation, sampling, testing and analysis acceptable to the County, that the release was caused by the sole negligence or willful misconduct of County, County's officers, agents, employees, contractors or permittees or solely by migration of Hazardous Materials onto the Premises from a source off the Premises.

3. Prevention of Release. Lessee shall take all necessary precautions to prevent its activities from causing any Hazardous Material release to occur on the Airport, including, but not limited to any release into soil, groundwater, or the County's sewage or storm drainage system.

4. Obligation to Investigate and Remediate. Lessee, at Lessee's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws:

(a) any release or danger of release of Hazardous Material on the Airport other than the Premises, including, but not limited to, into soil or groundwater, or the County's sewage or storm drainage system, which, was caused, or results, in whole or in part from the activities of Lessee, Lessee's officers, agents, employees, contractors, and sublessees;

(b) any Hazardous Material Release which is caused by or results from the activities

of permittees or invitees on the Airport if the same was caused by the negligent or intentional misconduct of Lessee;

(c) any release or danger of release of Hazardous Material which commenced during the term of this Agreement and which is discovered on the Premises, unless Lessee establishes through investigation, sampling, testing and analysis acceptable to the County, that the release was caused by the sole negligence or willful misconduct of County, County's officers, agents, employees, contractors or permittees or solely by migration of Hazardous Materials onto the Premises from a source off the Premises.

The failure to immediately commence remediation and provide County with a schedule for diligent completion of the remediation within thirty (30) days after discovery of such release, or danger of release, of Hazardous Material (or such additional period of time that is reasonably necessary under the circumstances) shall constitute prima facie evidence of failure to promptly commence remediation. In addition to all other rights and remedies of County hereunder, if Lessee does not promptly commence, and diligently pursue to remediate, any such release, or danger of release, of Hazardous Materials, County, in its discretion, may pay, to have same remediated and Lessee shall reimburse County within fifteen (15) business days of County's demand for payment. The reasonable payment by County shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by County on behalf of Lessee.

5. Indemnification. Lessee shall defend, indemnify and hold County harmless from and against all loss, damage, liability (including all foreseeable and unforeseeable consequential damages) and expense (including, without limitation, the cost of any required cleanup and remediation of the Hazardous Materials) which County may sustain as a result of:

(a) any Hazardous Material release on the Airport other than the Premises, including, but not limited to any release into soil or groundwater, or the County's sewage or storm drainage system, which is caused by or results directly from the activities of Lessee, Lessee's officers, agents, employees, contractors, and sublessees; or

(b) any Hazardous Material Release which is caused by or results from the activities of permittees or invitees on the Airport if the same was caused by the negligent or intentional misconduct of Lessee;

(c) any Hazardous Material release which commenced during the term of this Agreement on the Premises, including, but not limited to any release into soil or groundwater, except a release which Lessee establishes, through investigation, sampling, testing and analysis acceptable to the County, was caused by the sole negligence or willful misconduct of County, County's officers, agents, employees, contractors or permittees or by migration of Hazardous Materials onto the Premises from a source off the Premises.

6. Release of Claims Against County. Lessee releases, acquits and forever discharges County from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which Lessee may now have, or which may hereafter accrue on account of any delays associated with encountering or cleaning up of any Hazardous Material on the Airport. This release shall not apply to any claims for contribution that Lessee may have against County in the event that Lessee incurs any cost in undertaking any cleanup of Hazardous Material from the Airport ordered by a governmental agency, to the extent that the

cleanup order and costs result from a release of Hazardous Material for which Lessee is not responsible and liable under this Agreement. Lessee understands and agrees that Lessee is hereby waiving all such rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States. Said section reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. (a) Cessation of Activities. Lessee shall cease its activities on the Premises to the extent reasonably requested by County, if County determines, in its reasonable opinion, that such cessation is necessary to investigate, cure or remediate any release of Hazardous Materials. Lessee shall not recommence its activities on the Premises until notified by County that such release or danger of release of Hazardous Material has been investigated, cured and remediated in a manner satisfactory to the County.

(b) Abatement of Fees and Charges on Premises. Lessee shall not be entitled to an abatement of any fees or charges due under this Agreement after Lessee has been requested to cease activities for investigation, cure or remediation of Hazardous Materials on the Premises, except if Lessee establishes, through investigation, sampling, testing and analysis that the presence of Hazardous Materials on the Premises was due to any event for which Lessee is not responsible and liable under this Agreement.

8. Records and Inspections.

(a) Lessee shall maintain, during the term of this Agreement and for a period of not less than four (4) years after the expiration or termination of this Agreement, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate daily records pertaining to the use, handling and disposal of any Hazardous Material(s) by Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

(b) Upon request by County, Lessee shall furnish County with such daily records, and such other documentation or reports as Director, from time to time, and at any time during the term of this Agreement, may reasonably require pertaining to the use, handling and disposal of any Hazardous Material(s) by Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

(c) After the expiration of four (4) years following the termination of this Agreement, Lessee may destroy the records pertaining to the use, handling and disposal of any Hazardous Material(s) by Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees on or from the Airport, provided, however, that Lessee shall notify County no later than sixty (60) days prior to any proposed destruction of any of said records and shall upon request by County within thirty days (30) days after such notice is received, deliver copies of said records to County.

9. No Third Party Beneficiaries

Nothing contained in this Exhibit shall be construed as conferring any benefit on any person not a party to this Agreement, nor as creating any right in any person not a party to this Agreement to

enforcement of any obligation created under this Agreement.

10. Survival of Obligations

Each party's obligations under this Agreement shall survive the expiration or earlier revocation or suspension of this Agreement.

EXHIBIT E

LETTER OF CREDIT FORM

[BANK NAME AND ADDRESS]

STANDBY LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF [Date] CREDIT NO. _

BENEFICIARY:

NAPA COUNTY, CALIFORNIA
Napa County Airport
2030 Airport Road
Napa, CA 94558

APPLICANT:

NAME
ADDRESS
CITY, STATE ZIP

To Whom It May Concern:

We hereby open our irrevocable standby letter of credit no._in your favor for account of the applicant for an amount not to exceed in the aggregate U.S. dollars
_____.$____ accompanied by: available by your draft(s) drawn at sight on us

Your written statement purportedly signed by an authorized representative of Napa County showing the name and title of the signer and reading as follows:

"The undersigned, a duly authorized representative of Napa County does hereby certify that _____ is in default of contractual obligations with respect to payments to Napa County and, as such, is entitled to draw down on this Letter of Credit".

This letter of credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reason of our reference to any agreement or instrument referred to herein or in which this letter of credit is referred to.

Any such agreement or instrument shall not be deemed incorporated herein by reference.

Draft(s) must be marked "drawn under [Name of Bank] Letter Of Credit No_____"

Draft(s) must be presented to [Name of Bank] located At [Address], not later than [date] (the "expiration date") or any such automatically extended expiration date as provided herein below. Partial draws are allowed.

It is a condition of this standby letter of credit that the expiration date shall be automatically extended, without amendment, for periods of one year from each successive expiration date, unless, no less than thirty (30) days before the then current expiration date, we notify you in writing by registered mail (return receipt) that this letter of credit will not be extended beyond the then current expiration date. Any such notice shall be deemed received by you on the date such notice is deposited in the U.S. mails, registered (return receipt), postage prepaid.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this letter of credit shall be duly honored on due presentation to [Name of Bank].

Except as otherwise expressly stated herein, this letter of credit is issued subject to the Uniform Customs And Practice For Documentary Credits (1993 Revision), International Chamber Of Commerce Publication No. 500.

Communications to us with respect to this letter of credit must be in writing and shall be addressed to us at [Name of Bank], [Address}, specifically referring thereon to this letter of credit by number.

Very truly yours

Authorized signature

EXHIBIT F

LEASEHOLD IMPROVEMENTS

To continue engaging in FBO services after the Pioneering Period Term, Lessee shall have constructed the necessary fuel storage facilities required by the Minimum Standards in that area shown on Exhibit A-1 and shall have completed construction of all Leasehold Improvements required under the Minimum Standards for FBOs, including but not limited to those leasehold improvements listed below, and as envisioned and generally depicted in the site plan attached as Exhibit F-2.

By 31 months past the Effective Date of this Agreement (based on the schedule below, which is subject to extensions equivalent to those extensions of the Pioneering Period set forth in with Section 1.33 of the Agreement should the County Relocation Project be delayed beyond 16 months past the Effective Date of this Agreement and any delays caused by force majeure), Lessee shall construct approximately 100,000 square feet of new apron, a new FBO Terminal building, maintenance and community hangars that meet the requirements set forth in the Minimum Standards, adequate new vehicle parking area, and any other infrastructure and facilities required to conduct a full-service FBO. Infrastructure improvements also include utility connections and, safety and security provisions that conforms to federal, state and local construction standards. Lessee shall also complete landside site work, including stormwater quality elements and landscaping.

Lessee shall complete the following tasks and Leasehold Improvements set forth in the column Milestone/Requirement below by the corresponding timeframe. As stated within the body of the Agreement, Lessee's failure to complete any milestone/requirement by the corresponding timeframe set forth below (subject to any extensions equivalent to those extensions of the Pioneering Period and any delays caused by Force Majeure) shall constitute a default

Milestone/Requirement	County/Respondent	Months past Effective Date
Submit Terminal Area Development Plan for County Design Review	Lessee	6
Fuel Farm Improvements Complete	Lessee	12
Relocate Electrical Vault & Beacon Equipment, Demolish Terminal Building, and Relocate Sewer	County	16
Submit full Plans, Specifications, and	Lessee	7

Estimates for Building Permit Review (Terminal Area Development)		
Receive Building/Grading Permits (Terminal Area Development)	Lessee	11
Complete Road Realignment	County	43
Receive Certificate of Occupancy (Terminal Area Development)	Lessee	30
Complete New Apron Improvements	Lessee	27
End of Pioneering Period - Full compliance with all FBO Minimum Standards	Lessee	31
Large Hangar (30% of total capital commitment in first (5) years; 30% in second (5) years; 40% in third (5) years)	Lessee	60
Complete Existing Apron Improvements	Lessee	84

At a minimum, Lessee agrees to develop the following leasehold improvements:

- An approximately 9,000 square foot Executive Terminal Building
- A minimum 30,000 square foot Aircraft Storage Hangar with 28' door height
- Reconstruction or significant upgrade of existing Fuel Storage Facilities to include a minimum 20,000 gallons of Jet-A inventory and a 10,000 gallon Avgas tank
- Approximately 30,000 square feet of Aircraft Parking Apron
- Structural improvements for existing ramp area
- An adequate number of Customer Vehicle Parking Spaces

In addition to this new infrastructure, Lessee shall maintain the existing apron throughout the Term and upgrade (i.e. reconstruct) the existing apron by the timeframe defined in the table above. Any Work associated with the apron areas and hangars shall be designed and constructed to accommodate the fleet mix presented in EXHIBIT F-1; provided that Lessee has discretion to design and construct selected areas of the apron to support aircraft that weigh more than 100,000 lbs. and Lessee's hangars are not required to accommodate the 737-700 BBJ.

To develop the Premises, including the expansion of and reconstruction of the existing apron, Lessee shall make all necessary storm drain improvements meeting state and local standards to accommodate the proposed expanded apron area. Preliminary design for grading and drainage improvements have not yet been developed. Lessee acknowledges receipt of A Conceptual Grading Design Report that presents a schematic layout with approximate slopes and finish grades. Lessee agrees to coordinate all civil engineering design elements within the development area (including but not limited to the apron, building pads, water quality and storm drainage elements, shared parking, underground piping, sewer, and utilities) with any

development occurring on the adjacent property at the Airport. To facilitate coordination between the two developments, Lessee agrees to utilize a mutually agreeable civil engineering firm with the adjacent FBO.

EXHIBIT F-1

FLEET MIX

Aircraft	Weight (lbs)	Annual Departures Large Runways and Taxiways A, C, H, & K
737-700 BBJ	174,700	5
Global Express / G-650	99,600	77
Gulfstream V	90,900	97
Gulfstream III / IV	75,000	241
Falcon F7X	69,198	24
CRJ-200	53,250	6
Challenger 604 / Embraer 140	48,200	193
Falcon 900 / Jetstar 731	45,500	75
G-280 / Hawker 4000 / Challenger 300 / Falcon 50	39,600	435
Citation X / G-200 / Falcon 2000	36,000	604
Citation Sovereign	30,250	227
Falcon 20 / Hawker 800	28,660	296
G-150 / Hawker 1000	25,850	57
IAI 1125 / 1124 / Learjet 60 / Citation VII	24,650	178
Learjet 40 / 45 / 55 / 70 / 75	21,750	238
Citation Excel	20,200	358
Falcon 10 / Learjet 35 / 36	18,740	60
Phenom 300 / Citation CJ4	17,968	304
Learjet 31	16,750	21
Citation V / BeechJet 400	16,500	329
Super King Air 300 / 350	15,100	181
Citation II	15,000	101
Citation CJ3	13,870	224
Super King Air 200	12,590	128
Citation CJ2 / Premier 1	12,500	167
Piper Cheyenne	11,200	31
Citation CJ1 / Phenom 100	10,700	354
Pilatus PC-12	10,500	443
Cessna 441 / King Air 90 / Citation Mustang	9,925	199
Cessna 421 / Socata TBM	7,450	121
Cessna 414 / Piper Aerostar	6,750	52
Cessna 340 / Eclipse 500 / Beech Baron	5,990	146
Aircraft Under 5,000 lbs (Bonanza / Cessna 172)	5,000	20047

EXHIBIT F-2

SITE PLAN

Site Plan to be generally depicted in this Exhibit and then replaced with 30% design when Agreement is administratively amended to add legal description of Premises and Non-Exclusive License Areas.

ATLANTIC
ATLANTIC

EXHIBIT G

INSURANCE

REQUIRED COVERAGE.

Prior to commencing any operations under this Agreement, Lessee, at Lessee's sole cost and expense and for the full term of this Agreement or any renewal thereof shall obtain and maintain at least all of the following minimum insurance requirements required by the Minimum Standards, or as set forth below, whichever is greater:

A. A COMPREHENSIVE GENERAL LIABILITY policy with a minimum limit of not less than $10,000,000 combined single limit for bodily injury and property damage providing at least all of the following minimum coverages:

1. Premises Operations
2. Premises Medical
   a. Minimum limit of $1,000/10,000
3. Completed Operations
4. Products
5. Personal Injury
   a. Coverage for A, B & C
6. Liquor Liability with a minimum limit of not less than $1,000,000
7. Blanket Contractual
8. Owners' and Contractors' Protective
9. Unlicensed Vehicles with a minimum limit of not less than $2,000,000

B. Course of Construction Policy equal to 100% of the total value of the construction.

1. This policy shall be maintained during the entire course of construction and must be provided by the Contractor instead of Lessee.

C. A FIRE ALL RISK replacement cost policy (upon completion of the Construction) for an amount not less than the replacement value at each anniversary or renewal of the policy and providing at least the following minimum coverages:

1. Difference in Conditions (DIC) excluding earthquake coverage if not commercially available in reasonable amounts at reasonable costs on the open market from reputable insurance companies.
2. Vandalism and Malicious Mischief (V & M M)
3. Extended Coverage (EC)
4. Loss of Income
   a. This coverage shall provide for continuing lease payments to the County in the event of partial or total destruction of any buildings.
   b. The coverage for the lease payments shall be in an amount equal to, or greater than, the lease payments owed by the Lessee to the County for

a period of one year.

c. No deductible is permitted except for the basic fire coverage and that deductible shall not exceed $10,000 or such higher amount as is customary from time to time in the industry for similar coverage.

d. This policy shall continuously be maintained in force for the entire term of the Agreement after construction and/or occupancy begins whichever comes first.

D. A COMPREHENSIVE BUSINESS AUTO policy with a minimum limit ofnot less than $1,000,000 combined single limit ($2,000,000 for business autos used in Movement Areas as defined by the Rules and Regulations) for bodily injury and property damage, providing at least all of the following coverages (without deductibles):

1. Coverages shall be applicable to any and all leased, owned, hired or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.
2. Any and all mobile equipment including cranes which is not covered under the above Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

E. A COMPREHENSIVE AIRCRAFT LIABILITY policy (if Lessee has any third-party owned or operated aircraft on Lessee's charter certificate) which shall include, but not necessarily be limited to, all of the following coverages and carry at least the following minimum limits of liability for bodily injury and property damage:

1. $5,000,000 combined single limit for charter for bodily injury and property damage.
2. $5,000,000 for military charters for bodily injury and property damage with a minimum sublimit of $100,000 per passenger seat.
3. $5,000,000 limits whenever the aircraft is being used solely for transportation of cargo consisting of non-hazardous materials. While carrying hazardous materials as defined by the FAA (see Part 171) and DOT, the limit shall be not less than $10,000,000.

F. A COMPREHENSIVE AIRPORT LIABILITY policy with a minimum limit of not less than $5,000,000 which shall include but not necessarily be limited to at least all of the following coverages:

1. Airport Operations
   a. Premises Operations
2. Fueling, Defueling or Refueling Operations with a minimum limit of $5,000,000 if such operations are conducted by the Lessee.

G. A HANGARKEEPERS' LIABILITY policy with a minimum of not less than $10,000,000 per Aircraft and $15,000,000 per occurrence and providing at least the following coverages:

1. Completed Operations.
2. Fueling, Defueling or Refueling Operations with a minimum limit of $5,000,000 if such operations are conducted by the Lessee.

H. A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Lessee:

1. This policy shall provide coverage for Workers' Compensation (Coverage A); and
2. This policy shall also provide coverage for $100,000 Employers' Liability (Coverage B); and
3. This policy shall include coverage for "ALL STATES" in which Lessee operates, other than monolistic states.

I. ENDORSEMENTS: All of the following endorsements are required to be made a part of each of the above required policies as stipulated below (For the Excess Liability policy only, identify on the Certificate of Insurance as "following form"):

1. "The County, its employees, officers, agents and contractors are hereby added as additional insureds."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the County may possess, including any self-insured retention the County may have, and any other insurance the County does possess shall be considered excess insurance only," unless caused by the sole negligence of the County.
3. "This insurance shall act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."
4. "Thirty (30) days prior written notice of cancellation (except 10 days for non-payment) shall be given to the County in the event of cancellation and/or reduction in coverage of any nature." Such notice shall be sent to:

NAPA COUNTY
County Risk Manager
1195 Third Street, Suite B-20
Napa, CA 94559

With a copy mailed to:

Airport Manager
Napa County
2030 Airport Road
Napa, CA 94558

5. Endorsement #4 (30 days notice) listed above is the only endorsement required to be made a part of the Workers' Compensation and Employers' Liability policy.

6. For the Fire policy and the Course of Construction policy, the additional insured endorsement #1 shall be replaced by an endorsement making the County (and any lender) as lender-loss payee.

J. PROOF OF COVERAGE: Copies of all of the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE, which shall be provided by the Lessee's insurance company as evidence of the stipulated coverages. This Proof of Insurance shall then be mailedto:

NAPA COUNTY
County Risk Manager
1195 Third Street, Suite B-20
Napa, CA 94559

With a copy mailed to:

Airport Manager
Napa County Airport
2030 Airport Road
Napa, CA 94558

K. BAILEE DISCLAIMER: It is hereby understood and agreed that the County in no way purports to be a bailee, and is therefore not responsible in any way for any damage to the property of Lessee, the Lessee's contractors, agents, employees and invitees.

L. These insurance requirements shall be subject to annual review by County's Risk Manager. Should the Risk Manager reasonably require any change in coverage, such change shall be provided in writing to Lessee and Lessee shall comply with the said change with the next succeeding renewal of Lessee's insurance.

Except as set forth below, Lessee shall be required to have any prime contractors engaging in the construction of the Leasehold Improvements provide all the required insurance listed on this **EXHIBIT G,** that is applicable to such prime contractor (i.e. A, D and H above). Lessee shall provide County's Risk Manager with such insurance and with notice of the name of each contractor providing it, and the purpose for which the insurance was procured on or before commencement of construction. Any approved Subcontractors shall be required to carry those levels of insurance set forth in the Minimum Standards, or as required by the Director. Liquor liability coverage shall not be required of the contractors.

EXHIBIT H

CEQA DOCUMENTS

Initial Study and Mitigated Negative Declaration for Terminal Area Redevelopment

NAPA COUNTY AIRPORT

Prepared by:

Coffman Associates
AIRPORT CONSULTANTS

August 2020 **Exhibit H**

INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR TERMINAL AREA REDEVELOPMENT

Prepared for

NAPA COUNTY AIRPORT
Napa County, California

Prepared By
Coffman Associates, Inc.

Coffman Associates
AIRPORT CONSULTANTS

August 2020

Exhibit H

INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR TERMINAL AREA REDEVELOPMENT

Napa County Airport

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26 Operational Waste Generation 114

APPENDICES

APPENDIX A
NATIVE AMERICAN TRIBAL OUTREACH

APPENDIX B
BIOLOGICAL RESOURCES ASSESSMENT

INTRODUCTION

This Initial Study (IS) evaluates the potential environmental effects of proposed redevelopment of the existing terminal area of Napa County Airport (Proposed Project). Napa County Airport (APC or airport) is a public, general aviation (GA) airport located in the southern part of Napa County (county) approximately 2.2 miles northwest of the City of American Canyon and five miles south of the City of Napa. Regional access to the airport is available from State Highway 29/12 via Airport Boulevard (**Exhibit 1**).

The proposed redevelopment is intended to increase the apron area and provide for new terminal and hangar facilities for use by up to two fixed base operators (FBOs). This document was prepared pursuant to the *California Environmental Quality Act* (CEQA) (Public Resources Code [PRC], §21000 et seq.) and adopted CEQA Guidelines (Title 14, California Code of Regulations [CCR], Chapter Three). It has also been prepared in accordance with Napa County's *Local Procedures for Implementing the California Environmental Quality Act*, revised February 2020. Napa County is the "lead agency" for this project (CEQA Guidelines, §15367) and will determine the appropriate level of CEQA documentation based on the information presented in this report.

This report is comprised of the following sections:

- Project Description
- Environmental Factors Potentially Affected
- Environmental Impacts and Basis of Conclusions
- Evaluation of Environmental Impacts
- Environmental Issues Checklist (including Mandatory Findings of Significance)[1]
- List of Document Preparers
- Agencies and Websites Consulted
- References Cited

An explanation is provided for all responses contained in the Environmental Issues Checklist, including determinations of "No Impact" or "Less than Significant Impact." For every determination of "Less than Significant with Mitigation Incorporated," a description of the proposed mitigation measure(s) is included. No "Potentially Significant Impacts" that cannot be fully mitigated have been identified. A mitigation monitoring and reporting program (MMRP) will be necessary if the County Board of Supervisors, as the decision-making body, approves the Proposed Project.

[1] Because there have been recent changes in the CEQA Guidelines, the Environmental Issues Checklist uses the most current version of Appendix G of the CEQA Guidelines, rather the county's *Local Procedures for Implementing the: California Environmental Quality Act*, Appendix C.

101
80
16
Santa Rosa
Napa
Amador
Sacramento
Napa County Airport
Napa
5
88
160
12
1
Solano
Vallejo
San Joaquin
Concord
Stockton
Marin
Berkeley
Contra Costa
San Francisco
Oakland
San Francisco
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Hayward
Modesto
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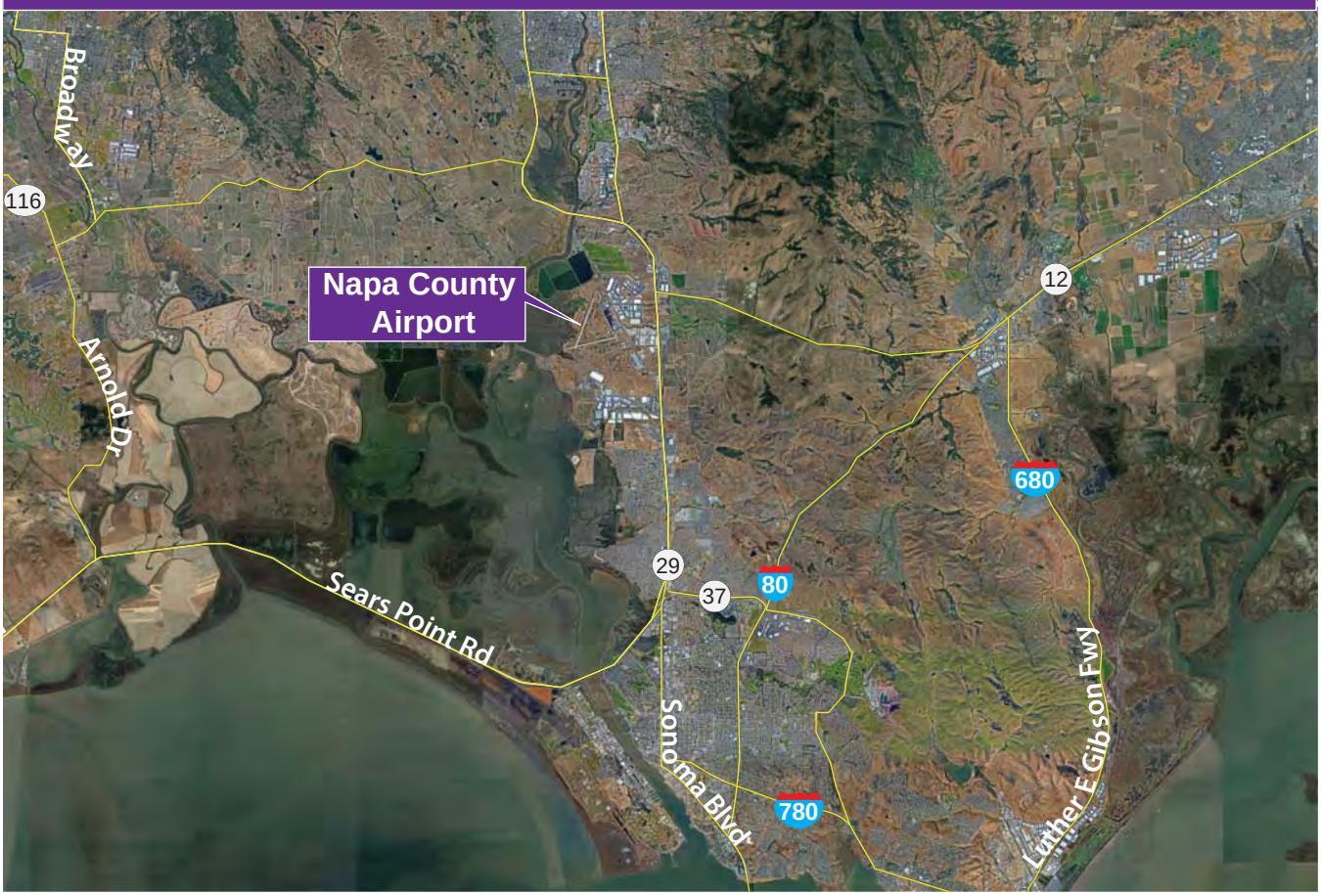
Fremont
Alameda
Stanislaus


Broadway
116
Napa County Airport
12
Arnold Dr
680
29
80
37
Sears Point Rd
Sonoma Blvd
780
Luther E Gibson Fwy

PROJECT DESCRIPTION

1. Project Title

Terminal Area Redevelopment Project

2. Property Owner

Napa County
1195 Third Street, Suite 310
Napa, CA 94559

3. County Contact Person, Phone Number, and Email:

Greg Baer, MPA, Airport Manager
Napa County Airport
(707) 253-4665
Greg.Baer@countyofnapa.org

4. Project Location and APN:

Napa County Airport - Terminal Area
Napa, California
APN: 057050009000

5. Project Sponsor's Name and Address

Napa County Airport
2030 Airport Road
Napa, CA 94558

6. General Plan Description

The existing airport, including the Proposed Project area, is designated as "Public-Institutional" on the Napa County General Plan Land Use map (Napa County 2009, Figure AG/LU-3: Land Use Map).

7. Zoning

Zoning on the airport is AV:AC (Airport: Airport Compatibility) (Napa County 2015).

8. Background/Project History

Airport Background

Napa County Airport is one of two public airports in the county. The GA facility provides a base of operations for local pilots, air access to Napa and the surrounding areas and businesses, flight training and related activities, and emergency access for the community. The airport is classified as a public use, regional, reliever airport in the *2019-2023 National Plan of Integrated Airport Systems* (NPIAS) (Federal Aviation Administration [FAA] 2018b).

The airport has three runways (**Exhibit 2**):

- Runway 1L-19R is 5,930 feet (ft) long, 150 ft wide, and has a precision instrument approach with visibility minimums as low as ¾-mile (Runway 1L).

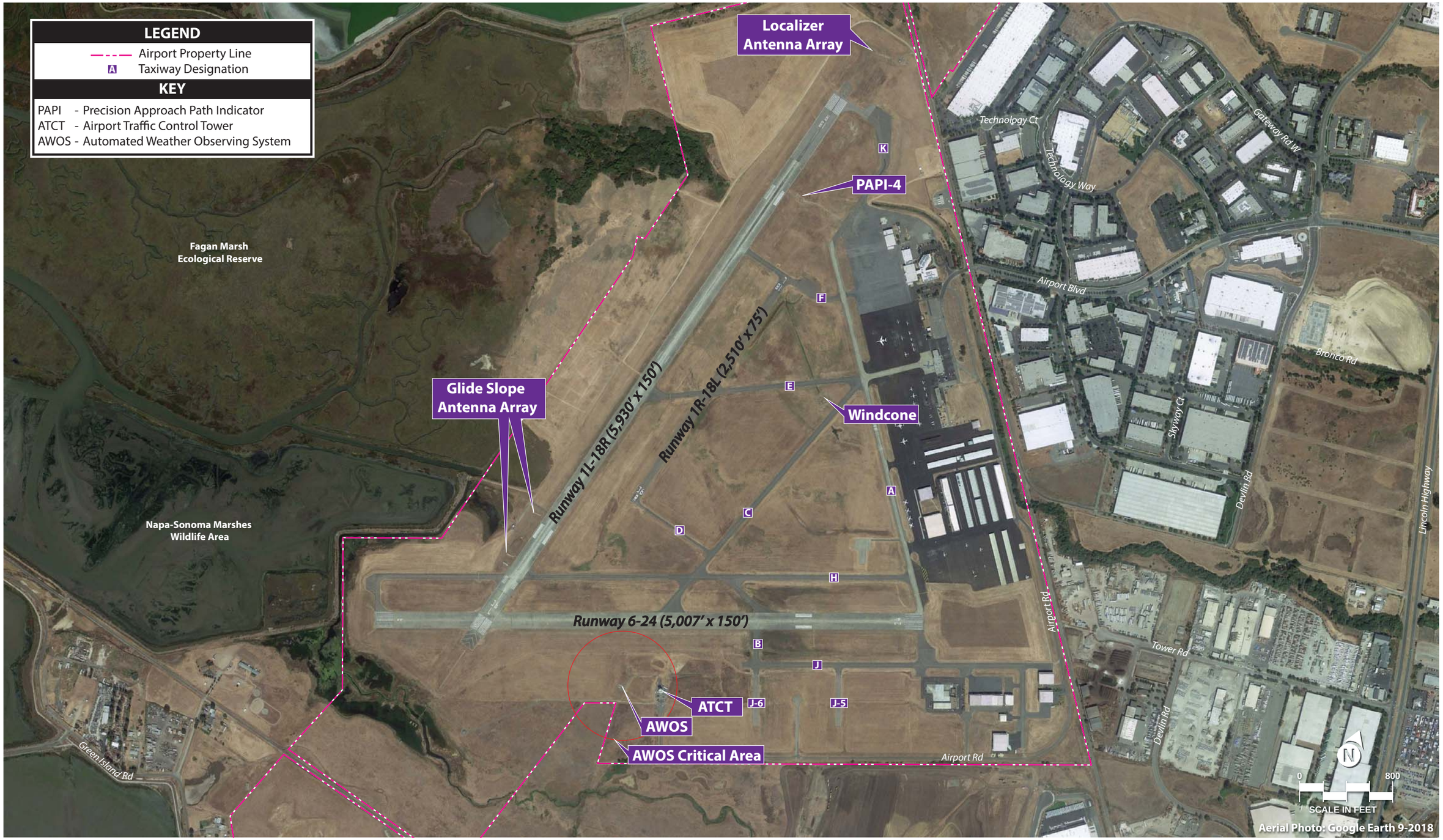
- Runway 6-24 is 5,008 ft long, 150 ft wide, and has a non-precision instrument approach with visibility minimums as low as 1-mile (Runway 6). This runway often serves as a crosswind runway for the critical design aircraft.[2]

- Runway 1R-19L is 2,510 ft long, 75 ft wide, and is a visual runway. This runway is designed for use by small aircraft.

Both Runways 1L-19R and 1R-19L are oriented in a northeast/southwest direction. Runway 6-24 is oriented generally east/west. The GA terminal area is east of the airfield with vehicular access from Airport Road.

The current airport design aircraft for Napa County Airport is classified as D-III-2. The critical design aircraft is classified by three parameters: Aircraft Approach Category (AAC), Airplane Design Group

[2] The critical design aircraft is used to identify the design parameters for an airport and is defined as the most demanding aircraft type, or grouping of aircraft with similar characteristics, that make regular use of the airport. Regular use is defined as 500 annual operations, excluding touch-and-go operations. Although an aircraft that exceeds the design criteria of an airport may still use the airport, it is not the usual practice to base the airport design on an aircraft that uses the airport infrequently.


LEGEND
Airport Property Line
A Taxiway Designation
KEY
PAPI - Precision Approach Path Indicator
ATCT - Airport Traffic Control Tower
AWOS - Automated Weather Observing System
Localizer Antenna Array
PAPI-4
Glide Slope Antenna Array
Windcone
ATCT
AWOS
AWOS Critical Area
Runway 1L-18R (5,930' x 150')
Runway 1R-18L (2,510' x 75')
Runway 6-24 (5,007' x 150')
Fagan Marsh Ecological Reserve
Napa-Sonoma Marshes Wildlife Area
Technology Ct
Technology Way
Gateway Rd W
Airport Blvd
Bronco Rd
Skyway Ct
Devlin Rd
Lincoln Highway
Airport Rd
Tower Rd
Green Island Rd
K
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J-6
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SCALE IN FEET
Aerial Photo: Google Earth 9-2018

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(ADG), and Taxiway Design Group (TDG), which are reported in the following order - AAC-ADG-TDG.[3] The airport currently experiences operations by three types of large business jets, which, as a group, meet the 500-operations threshold for each element of the critical aircraft determination (**Table 1**). The future airport design aircraft is planned to remain as D-III-2.[4]

TABLE 1
Design Aircraft Summary
Napa County Airport

Aircraft Type	AAC	ADG	TDG	2018 Operations
Gulfstream 500/600	D	III	2	380
Gulfstream 450	D	II	2	382
Global Express	B	III	2	132
Summary				
Total AAC D				762
Total ADG III				512
Total TDG 2				894

Source: Coffman Associates 2020
AAC = Aircraft Approach Category
ADG = Airplane Design Group
TDG = Taxiway Design Group

Airport Operations and Forecast Growth

Updated aviation demand forecasts were completed for the airport in November 2019 (generally using a base year of 2018).[5] These forecasts were reviewed by FAA and approved on May 18, 2020. According to the forecast report, there are 167 verified based aircraft at the airport with a mix of aircraft comprised of 137 single engine pistons, 4 multi-engine pistons, 10 turboprops, 11 business jets, and 5 helicopters. Based aircraft are forecast to increase from 167 in 2018 to 194 by 2038 for an annual growth rate of 0.75 percent (Coffman Associates 2020).[6]

[3] Aircraft Approach Category (AAC): The AAC generally refers to the approach speed of an aircraft in landing configuration (operational characteristics). The higher the approach speed, the more restrictive the applicable design standards, which are depicted by a letter A through E.
Airplane Design Group (ADG): The ADG, depicted by a Roman numeral I through VI, is a classification of aircraft which relates to aircraft wingspan or tail height (physical characteristics). When the aircraft wingspan and tail height fall in different groups, the higher group is used.
Taxiway Design Group (TDG): A classification of airplanes based on outer-to-outer, main gear width and cockpit to main gear distance. The TDG relates to the undercarriage dimensions of the design aircraft. The TDG is classified by an alphanumeric system: 1A, 1B, 2, 3, 4, 5, 6, and 7.
[4] Since almost no aircraft larger than a D-III are anticipated to use the airport in the future (based on the FAA-approved forecasts), the airport design aircraft would remain as D-III-2, i.e., no change in the critical design aircraft is planned.
[5] Per FAA guidance, aviation demand forecasts are "unconstrained." An unconstrained forecast means the projected growth could only happen if other factors such as new hangar space being made available. Thus, future FBO hangars are considered part of the unconstrained growth.
[6] The forecast was prepared before COVID-19 became prevalent. There may be a future evaluation of the forecast data depending on the timeline for future proposed development implementation.

Based on the airport traffic control tower counts, the airport had 28,654 itinerant and 15,307 local operations in 2018. Itinerant operations are associated with aircraft arriving from or departing to another airport; local operations are associated with training activity or touch-and-go activity.

Air taxi operations are included in the overall itinerant operations. Air taxi operations are those that provide "on-demand" or "for-hire" transportation of persons or property via aircraft with fewer than 60 passenger seats. Air taxi includes a broad range of operations, including some smaller commercial service aircraft, some charter aircraft, air cargo aircraft, many fractional ownership aircraft, and air ambulance services. The approved forecast also included itinerant and local military operations for every year.

The approved airport operational forecast for 5 years, 10 years, and 20 years from the base year 2018 (i.e., 2023, 2028, and 2038) is shown in **Table 2**. Total operations are forecast to increase from 50,489 in 2018 to 55,680 by 2038, which is an annual growth rate of 0.49 percent.

TABLE 2
Total Operations 20-Year Forecast
Napa County Airport

Year	Local Operations[a]			Itinerant Operations[b]				Grand Total
	General Aviation	Military	Total	General Aviation	Air Taxi	Military	Total	
2018	15,307	415	15,722	28,564	5,839	364	34,767	**50,489**
2023	15,468	433	15,901	28,911	6,470	332	35,713	**51,614**
2028	15,632	433	16,065	29,196	7,375	332	36,903	**52,968**
2038	15,963	433	16,396	29,768	9,184	332	39,284	**55,680**
CAGR	0.21%	0.21%	0.21%	0.21%	2.29%	-0.46%	0.61%	**0.49%**

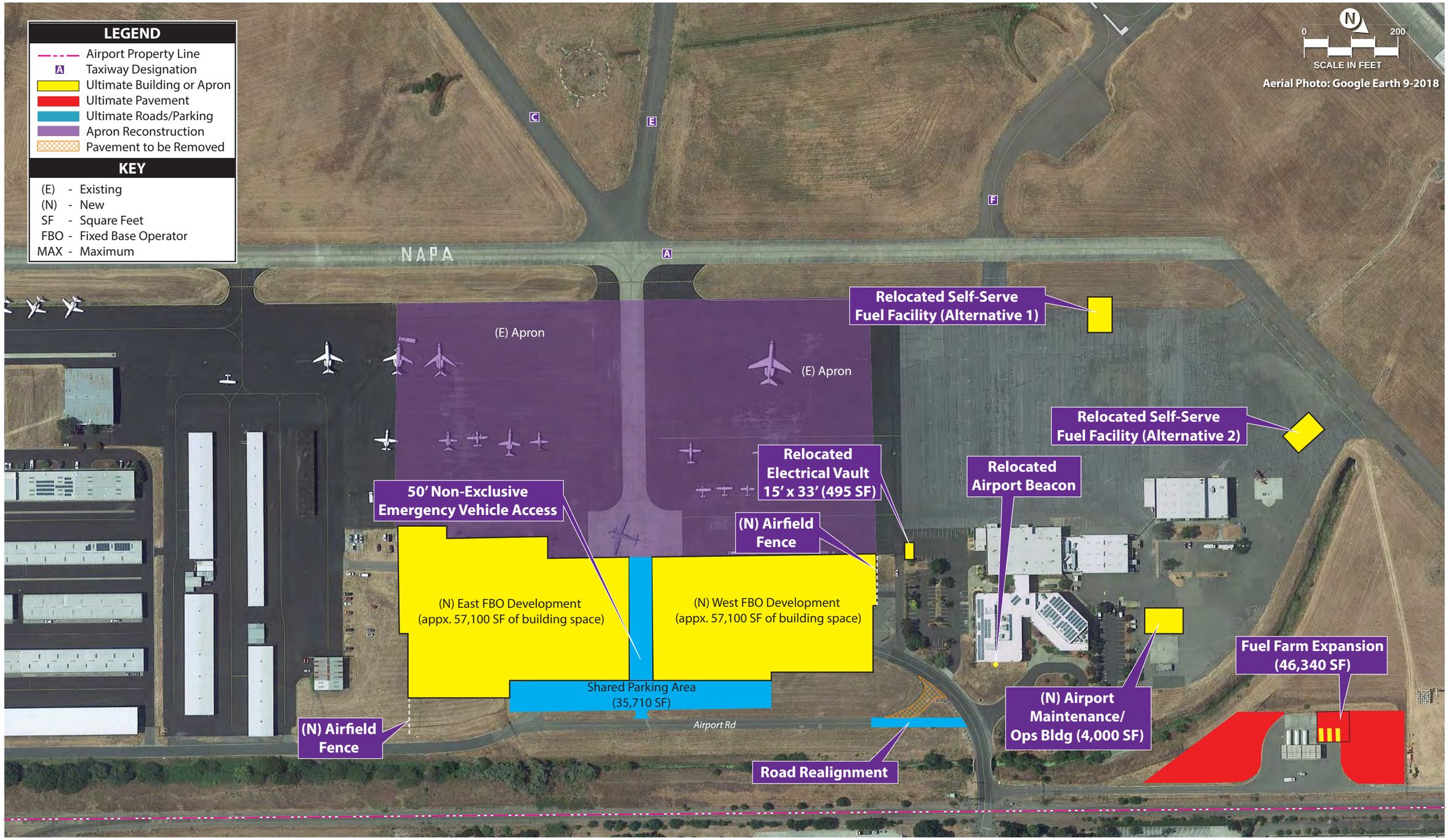
Source: Coffman Associates 2020
[a] Local operations are those that operate in the local traffic pattern or within sight of the airport; are known to be departing for, or arriving from, flight in the local traffic practice areas located within a 20-mile radius of the airport; or execute simulated instrument approaches or low passes at the airport (Title 14 Code of Federal Regulations [CFR] §170.3 - Definitions).
[b] Itinerant operations are all operations other than local operations. Operations are defined as one takeoff or landing.
CAGR = Compound Annual Growth Rate

9. Description of Project

Proposed Project Description

The Proposed Project is the redevelopment of approximately 24 acres of the existing GA terminal area of the airport (**Exhibit 3**). It will increase the aircraft apron area, set aside area for up to two FBO development areas, which may include terminals, maintenance facilities, and hangars, and include a shared vehicular parking area. An expansion of the existing fuel farm on the north end of the airport is also included in the project. The existing airfield lighting vault, beacon, and AvGas (100 LL) self-serve fuel area will be relocated. Approximately 12 acres of existing apron located between the FBO development areas and the airfield will be reconstructed once FBO development is completed.

The Proposed Project also includes the realignment of Airport Road east of the vehicular parking lot. Currently, Airport Road (which begins, or transitions from Airport Boulevard at the railroad crossing) is


LEGEND
Airport Property Line
A Taxiway Designation
Ultimate Building or Apron
Ultimate Pavement
Ultimate Roads/Parking
Apron Reconstruction
Pavement to be Removed
KEY
(E) - Existing
(N) - New
SF - Square Feet
FBO - Fixed Base Operator
MAX - Maximum
N
0
200
SCALE IN FEET
Aerial Photo: Google Earth 9-2018
NAPA
C
E
F
A
(E) Apron
(E) Apron
Relocated Self-Serve Fuel Facility (Alternative 1)
Relocated Self-Serve Fuel Facility (Alternative 2)
Relocated Electrical Vault 15' x 33' (495 SF)
Relocated Airport Beacon
50' Non-Exclusive Emergency Vehicle Access
(N) Airfield Fence
(N) East FBO Development (appx. 57,100 SF of building space)
(N) West FBO Development (appx. 57,100 SF of building space)
Shared Parking Area (35,710 SF)
Fuel Farm Expansion (46,340 SF)
(N) Airfield Fence
Airport Rd
(N) Airport Maintenance/ Ops Bldg (4,000 SF)
Road Realignment

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a divided roadway east of the existing terminal building, with a bypass road bending to the northwest and connecting back into Airport Boulevard. The Proposed Project will realign Airport Road by removing the bend and creating a straight road segment. The road realignment is depicted on **Exhibit 3**.

The existing terminal building and seven additional buildings or structures (approximately 27,500 square feet [sf]) will be demolished and/or relocated to provide sufficient development area (**Exhibit 4**). **Table 3** provides information on the buildings or structures to be removed. (The building numbers refer to numbers on the airport layout plan [ALP].)

TABLE 3
Buildings/Structures to be Demolished or Relocated

Building No. (refer to Exhibit 4) and Type	Estimated Date of Construction	Use	Square Feet (sf)
#14: T-Hangars (demolished)	1945-1947	6 hangars; 2 storage units	6,300 sf
#21: FBO Shop Building (demolished)	1952-1958	FBO general maintenance	400 sf
#22: FBO (demolished)	1945-1947	lobby, flight planning room; offices, conference room	5,100 sf
#23: General Aviation Terminal (demolished)	1953	terminal lobby, public restrooms, restaurant, flight school, airport administrative office, conference room	13,000 sf
#24: Electric Vault (relocated)	1947-1952	co-located with beacon mast	360 sf
#25: Equipment Building (demolished)	1958-1968	airport maintenance shop, offices, storage	1,008 sf
#26: Equipment Building (demolished)	1968-1982	airport maintenance, tractor storage, general storage	640 sf
#28: Fuel Island (relocated)	2004	self-serve fuel - 100 Low Lead (LL)	700 sf
Total Square Feet to be Removed			**27,508 sf**

Source: SWCA 2020

Napa County has issued a Request for Proposal (RFP) for Fixed Base Operator Services (RFP No. AIRPA001), which depicts two 10-acre, side-by-side areas available for FBO development. Since the actual development proposals have not yet been selected, this Initial Study assumes a maximum amount of building development based on a preliminary design concept report prepared using the airport's existing GA Minimum Standards and other design standards applicable to the project (Mead and Hunt 2020).[7]

Proposed Project Grading and Drainage

Based on preliminary grading plans, the Proposed Project will require a net amount of approximately 3,500 cubic yards (cy) of fill material for the entirety of the redevelopment area. Approximately 136,000

[7] Based on the buildout assumptions in the design concept report and on conversations with airport management, this Initial Study assumes the following buildout for up to two FBO areas: one FBO with 57,100 sf of combined office/lobby/hangar/restaurant space (assumes a 10,000-sf restaurant); and one FBO with 57,100 sf of combined office/lobby/hangar space (without a restaurant) to evaluate the project in terms of emissions, energy demand, greenhouse gases, and solid waste generation.

sf of pavement (3 inches deep) will be removed prior to regrading of the apron and building areas. (For the purposes of grading design analysis and quantity estimates, a pavement section for aircraft under 100,000 pounds was selected based on previous projects at the airport and the existing fleet mix. Accordingly, the pavement section for the apron area will be 4 inches of asphalt pavement, 11 inches of crushed aggregate base course, and 12 inches of lime-treated subgrade.)

The slope of the proposed apron pavement in front of the FBO development areas is assumed to be 1.5 percent (**Exhibit 5**). This grade will be required to place the hangars high enough to ensure the shared parking area on the landside of the FBO development areas can be drained away from the buildings. The proposed redevelopment area is comprised of three catchment areas (**Exhibit 6**). Those catchment areas are roughly defined as follows (Mead and Hunt 2020):

- Apron Catchment Area A is comprised of the balance of the southern portion of the existing apron, plus the existing FBO building and FBO shop. The area is drained via catch basins in the apron. This area, roughly 206,050 sf, drains to the airfield infield area.

- Apron Catchment Area B is comprised of a just over half of the existing apron (northern portion), plus the existing terminal, self-serve fuel island, landside parking, Airport Road, airfield lighting vault, and much of the turf areas east of the redevelopment area. The area is drained via numerous catch basins across the landside and three catch basins in the apron. This area, approximately 652,705 sf, outfalls into the northern area of the airfield infield area.

- Fagan Creek Catchment Area C is comprised of a small area of turf between the two roads east of the existing terminal area, as well as a portion of Airport Road. This area, roughly 8,040 sf, drains to a single catch basin that outfalls directly into Fagan Creek via an 18-inch reinforced concrete pipe.

The airport's existing landside terminal area currently has eight catch basins that are not aircraft-rated and are of various age and condition. These will be removed to construct the new apron area.

Specific to drainage, the proposed redevelopment project will increase the overall impervious drainage area by 176,600 sf. This increase is driven by the new apron area, FBO development areas, and shared parking area. Because an increase in impervious surfaces will occur, a bioretention area is required by the Bay Area Stormwater Management Agencies Association's (BASMAA) Post-Construction Manual.[8] The bioretention area is required to be four percent of the overall impervious area (i.e., 6,400 sf).

[8] BASMAA's Post-Construction Manual is a project requirement guide for National Pollutant Discharge Elimination System (NPDES) permitting. Napa County has adopted the BASMAA standards and encourages low impact development (LID) concepts with development. The existing and planned stormwater systems at the airport are classified as municipal separate storm sewer systems (MS4s). Napa County requires specific features and facilities be included in development plans as conditions of issuing approvals and permits for projects. Those features and facilities are intended to control pollutant sources; control runoff volumes, rates, and durations; and treat runoff before discharge from the site. Given the additional impervious drainage areas being proposed as part of this redevelopment, BASMAA's Post-Construction Manual will apply accordingly.

LEGEND

- Airport Property Line
- A Taxiway Designation
- Buildings to be Removed
- Demolition Area
- Pavement to be Removed

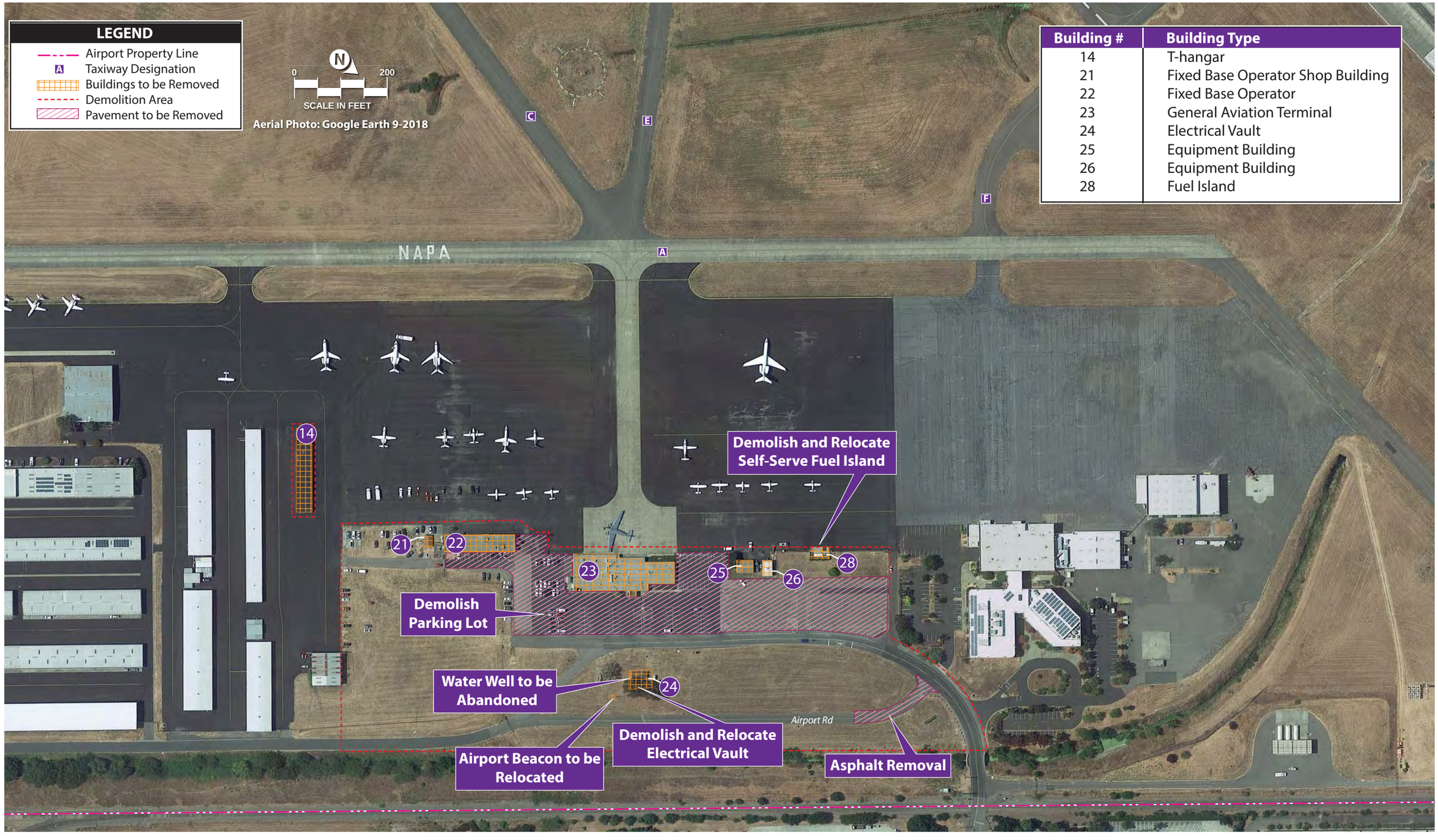
N

0 200

SCALE IN FEET

Aerial Photo: Google Earth 9-2018

Building #	Building Type
14	T-hangar
21	Fixed Base Operator Shop Building
22	Fixed Base Operator
23	General Aviation Terminal
24	Electrical Vault
25	Equipment Building
26	Equipment Building
28	Fuel Island



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LEGEND

- Airport Property Line
- A — Taxiway Designation
- Ultimate Building or Apron
- Ultimate Roads/Parking
- Bioretention Area
- Storm Drain
- 18" Storm RCP
- Catch Basin

KEY

(N) - New
SF - Square Feet
FBO - Fixed Base Operator
RCP - Reinforced Concrete Pipe
MAX - Maximum
E - Existing

Drainage Catchment Area - Typical Cross Section

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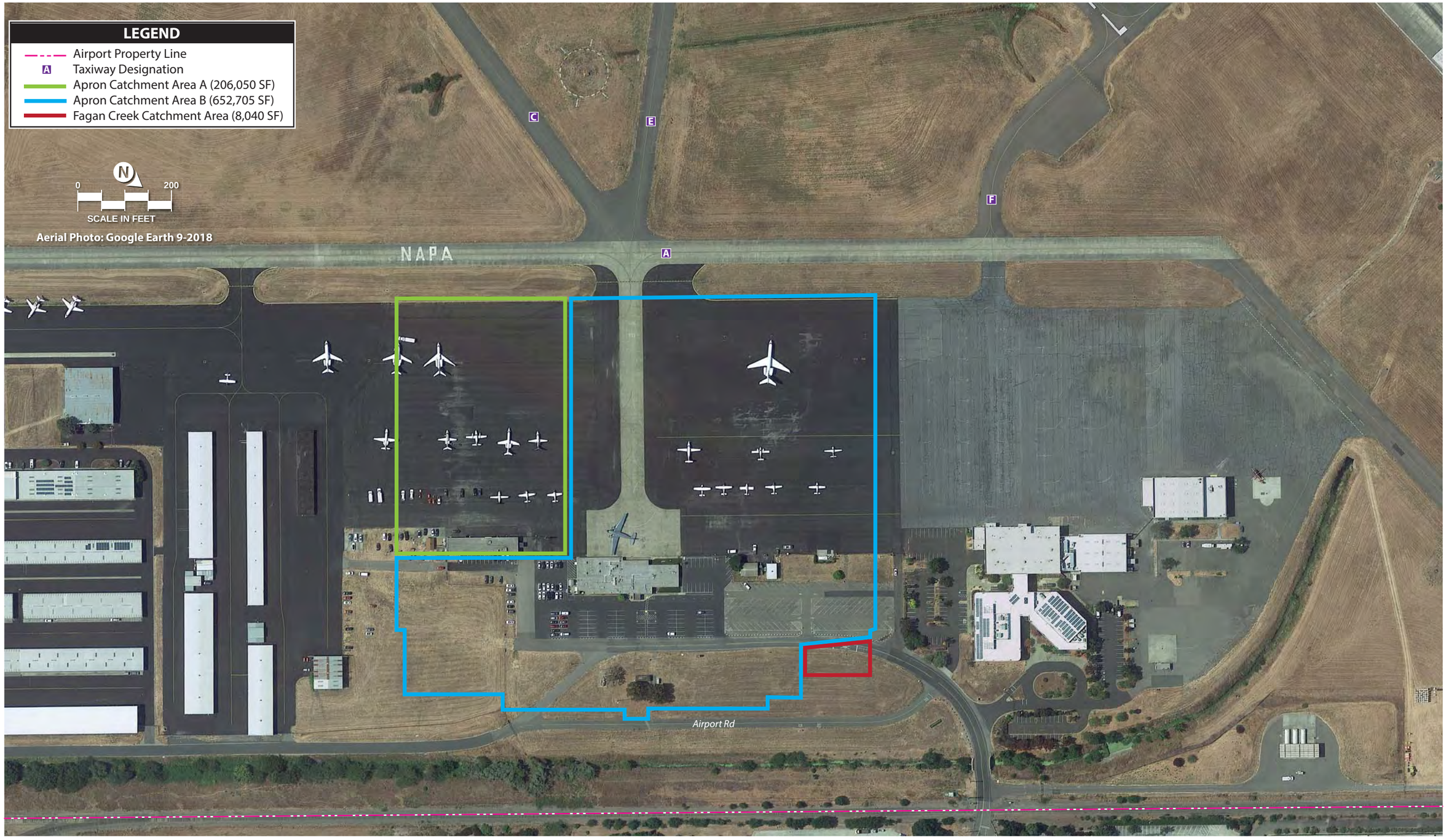
LEGEND
Airport Property Line
A Taxiway Designation
Apron Catchment Area A (206,050 SF)
Apron Catchment Area B (652,705 SF)
Fagan Creek Catchment Area (8,040 SF)
N
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200
SCALE IN FEET
Aerial Photo: Google Earth 9-2018
NAPA
C
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F
Airport Rd

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For the new apron, surface drainage to the west away from the hangar/terminal area and toward the existing catch basins will occur. The existing apron area catchments will be extended into the new apron accordingly. For the buildings and parking area, stormwater drainage will be conveyed to the Fagan Creek catchment area. The parking area, as well as all turf between the redevelopment area and the remaining road, will drain to the Fagan Creek catchment area via surface drainage to the bioretention facility. Any overflow will proceed to Fagan Creek via a closed drainage system. Additional stormwater detention may be required to limit flows into Fagan Creek.

Proposed Project Utilities and Other Facilities

Existing underground airfield electrical, sewer lines, water lines, stormwater lines, fiber optic, and non-airfield electrical lines are located within the Proposed Project footprint and will be relocated (**Table 4**). Any abandoned utilities found, or encountered, within the project limits during the excavation processes will be removed or abandoned in place.

TABLE 4
Utility Construction

Type of Utility Infrastructure	Quantity
Airfield Electrical	1,325 lf
Stormwater	1,945 lf
Sanitary	1,095 lf
Electrical/Communication	2,720 lf

Source: Mead and Hunt 2020
lf = linear feet

The existing airfield electrical vault, generator, and beacon are also within the Proposed Project footprint and will be relocated (**Exhibit 7**). The new airfield electrical vault will be placed in the southwest corner of the 2000 Airport Road facility. The beacon will be located along the eastern side of the same facility. The electrical homerun for Runway 6-24, which currently runs through the proposed redevelopment site, will be relocated to the new vault location. The new airfield electrical vault will also require a new connection to the Runway 1L-19R homerun that currently has its alignment to the northeast of the building. These new connections to the airfield lighting homeruns are shown on **Exhibit 7**. The relocated airfield electrical vault will have communications and non-airfield electrical connection to power the building and connections coming into the building.

The existing self-serve fuel island is located within the Proposed Project footprint and will require relocation. There are two alternative locations for the proposed self-serve fuel island. These locations are located outside of the aircraft wingtip clearance of a Boeing Business jet taxiing from Taxiway K to Taxiway A to the transient parking area on the existing apron. Either of the self-serve fuel island locations will require a new primary electrical service feed and communication lines to the facility. The electrical and communication lines will be trenched through the turf area between Taxiway A and the transient parking ramp, and then run parallel to the Runway 1L-19R homerun and connect to the new airfield electrical vault. Another option is to relocation the Runway 6-24 homerun within Airport Road.

An expansion of the existing fuel farm on the north end of the airport is also necessary to complete the Proposed Project. In order to accommodate additional FBO development and to comply with the GA Minimum Standards, a 45,100-sf area has been reserved north and south of the existing facility for a minimum of two 20,000-gallon jet fuel tanks, one 10,000-gallon Avgas tank, and backup power. The area will be paved with asphalt and utilize the existing electrical and communication services (**Exhibit 8**). Since any additional pavement in the fuel farm area will increase the impervious drainage of the area, the developer may be required to meet further BASMAA requirements in this area depending on the additional impervious drainage added.

Proposed Project Construction and Phasing

The Proposed Project is anticipated to take approximately 20 months, beginning May 2021. The schedule assumes that redevelopment will occur across the full project site. The redevelopment portion of the project will take approximately 16.3 months and can be generally divided into six phases: demolition, site preparation, grading, building construction, paving, and painting/building finishing. The airport engineer has conducted a preliminary review of the project area to determine the number of weeks each phase is anticipated to take (**Table 5**).

TABLE 5
Redevelopment Project Timeline

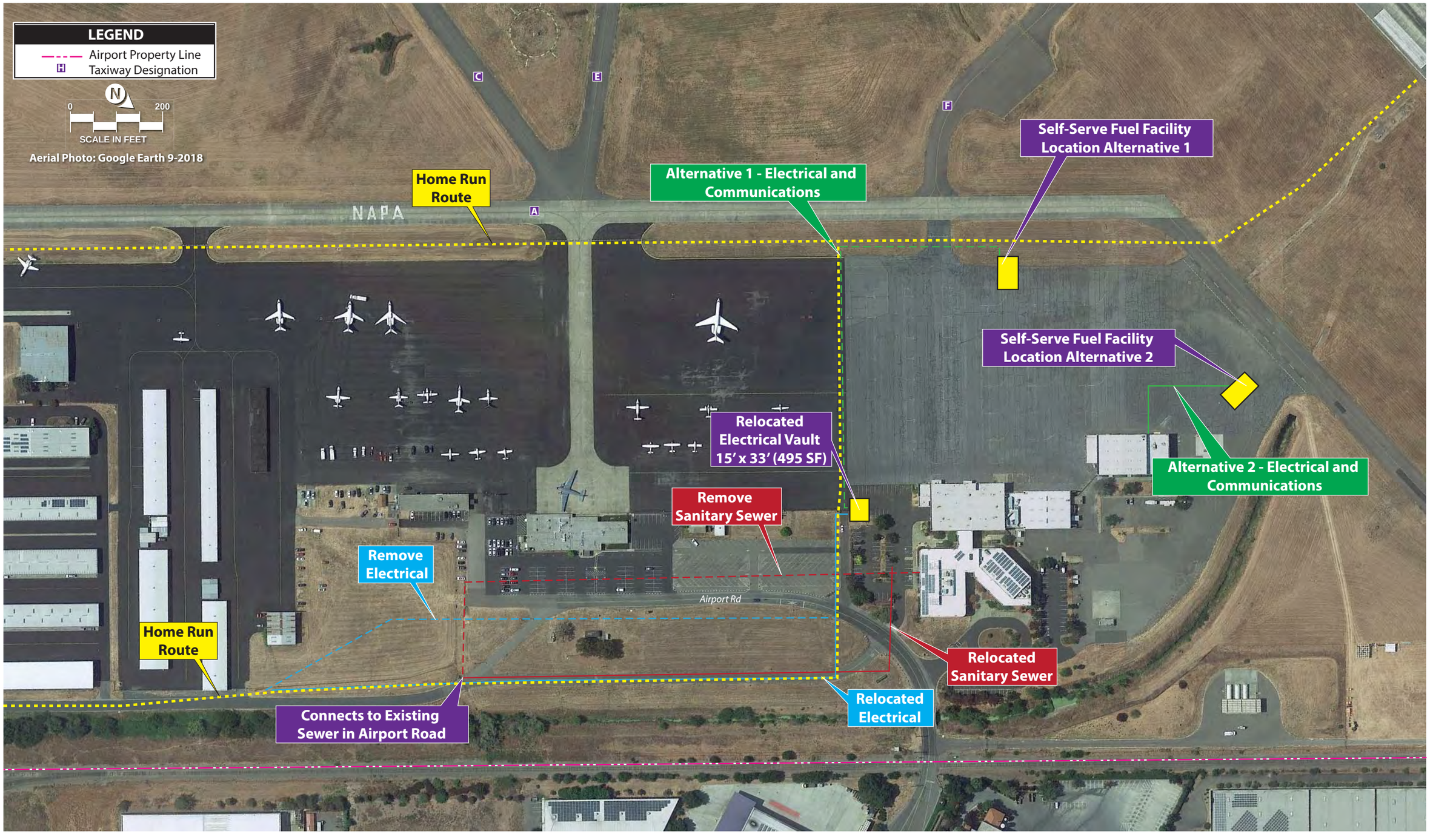
Project Phase	Total Weeks	Phase Start Date*	Phase End Date
Demolition	5	May 3, 2021	June 2, 2021
Site Preparation	1	June 7, 2021	June 11, 2021
Grading	6	June 14, 2021	July 23, 2021
Building Construction	43	July 26, 2021	May 20, 2022
Paving	12	May 23, 2022	August 12, 2022
Painting/Building Finishing	4	August 15, 2022	September 9, 2022
Total Weeks	**71**		
Total Months	**16.3**		

Source: Mead and Hunt 2020
* Dates are projected only and subject to change

- Demolition Phase. The demolition phase is anticipated to take approximately five weeks to complete. During this phase, the existing general aviation terminal, T-hangars, FBO building, electrical vault, two equipment buildings, and existing utility infrastructure will be removed (approximately 26,448 sf of demolition).

- Site Preparation. Pavement demolition will be conducted during site preparation, which is anticipated to take one week to complete. The total amount of pavement to be removed will be approximately 1,259 cy. The existing depth of the pavement is three inches.

- Grading. Site grading to the Proposed Project will include excavation and importing 3,478 cy of fill material. This phase is anticipated to be completed in six weeks.


LEGEND
Airport Property Line
Taxiway Designation
N
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SCALE IN FEET
Aerial Photo: Google Earth 9-2018
C
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NAPA
Home Run Route
Alternative 1 - Electrical and Communications
Self-Serve Fuel Facility Location Alternative 1
Self-Serve Fuel Facility Location Alternative 2
Relocated Electrical Vault 15' x 33' (495 SF)
Alternative 2 - Electrical and Communications
Remove Sanitary Sewer
Remove Electrical
Airport Rd
Home Run Route
Relocated Sanitary Sewer
Connects to Existing Sewer in Airport Road
Relocated Electrical

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LEGEND
Airport Property Line
Ultimate Building
Ultimate Pavement
KEY
(E) - Existing
(N) - New
SF - Square Feet
N
0
100
SCALE IN FEET
Aerial Photo: Google Earth 9-2018
Three 10,000 Gallon Tanks:
- Two for Jet Fuel
- One for Aviation Gas
(N) Concrete Pad
± 4,580 SF
8'
26'
(E) Fuel Farm
(N) Asphalt Pavement
± 18,670 SF

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- Building Construction. Three new aviation-related buildings and the installation of utility infrastructure are proposed to be constructed, which will be approximately 118,200 sf, or an increase of 91,752 sf increase of building area at the airport. Building construction is anticipated to take approximately 43 weeks to complete.

- Paving. The paving will include a new shared parking lot for the FBO development areas, new apron, and paving for the new expanded fuel farm. Approximately 234,000 sf of pavement will be required to complete this portion of the project, increasing the impervious area by 176,600 sf at the airport. This phase of the Proposed Project is anticipated to take 12 weeks.

- Painting/Building Finishing. The final phase of the redevelopment effort will be finishing the buildings, including interior/exterior painting and parking lot/apron striping. The painting/finishing phase is anticipated to be completed in four weeks.

By 2023, reconstruction of the existing apron within the Proposed Project will be undertaken. The construction timeframe for this portion of the Proposed Project is anticipated to take approximately three months (**Table 6**). The total amount of pavement to be removed will be approximately 5,023 cy. The existing depth of the pavement is three inches.

TABLE 6
Apron Reconstruction Project Timeline

Project Phase	Total Weeks	Phase Start Date*	Phase End Date
Demolition	4	July 24, 2023	August 18, 2023
Site Preparation	2	August 21, 2023	September 1, 2023
Paving	4	September 4, 2023	September 29, 2023
Apron Painting/Finishing	4	October 2, 2023	October 27, 2023
Total Weeks	**16**		
Total Months	**3**		

Source: Mead and Hunt 2020
* Dates are projected only and subject to change

10. Environmental Setting and Surrounding Land Uses

Land uses on the airport consist primarily of airport-related uses. As shown on **Exhibit 9**, the Proposed Project area is already developed with aircraft apron, the buildings and structures previously listed in **Table 3**, and areas vegetated with grasses. This ruderal annual grassland is mowed frequently and supports a weedy, mostly annual flora. Airport Road and vehicular parking areas are also present.

Fagan Creek is located immediately east of the Proposed Project area. In 1942 Fagan Creek was rerouted and configured by the Army into its current configuration. It is generally a trapezoidal channel with very steep side slopes (2:1 or steeper) and contains an inset bench and a low flow channel. Portions of the creek support riparian vegetation (woody hydrophytes), mostly willow (*Salix laevigata* and *S. exigua*), Fremont cottonwood (*Populus fremontii*) and northern black walnut (*Juglans hindsii*). The creek receives urban runoff and is presumed wet year-round. It supports a wetland plant community near the water (Salix Consulting, Inc. 2020).

The airport is 0.84 miles west of State Route 29 and approximately 2.2 miles northwest of the City of American Canyon. Adjacent to, and to the east of the Airport are two commercial/industrial parks consisting of a mix of commercial, office, and light-industrial uses that are zoned I:AC (Industrial: Airport Compatibility combination district), IP:AC (Industrial Park: Airport Compatibility combination district), and GI:AC (General Industrial: Airport Compatibility combination district) (**Exhibit 10**) (Napa County 2015).

Land north of the airport is owned by the Napa Sanitation District and zoned AW:AC (Agricultural Watershed: Airport Compatibility combination district). The area closest to the airport is comprised of four water filtration ponds associated with the wastewater treatment facility located just north of the water filtration ponds.

West of the airport is the Fagan Marsh Ecological Reserve/State Marine Park and the Napa-Sonoma Marshes Wildlife Area. The marshes are part of a larger network of baylands, tidal sloughs, and wetland habitat north of San Francisco supporting diverse wildlife.

Land south of the airport is in the City of American Canyon, which includes a combination of undeveloped land, light-industrial land use, and office. Zoning south of the airport is a combination of I:AC, IP:AC, and GI:AC zoning districts (**Exhibit 10**).

11. Other Agencies Whose Approval is Required (e.g., permits, financing approval, or participation agreement)

Agency	Approval Required
Federal Aviation Administration	Unconditional Approval of proposed changes to the ALP; Determinations ensuring compliance with applicable federal regulations related to airport safety and funding; Verification of compliance with the *National Environmental Policy Act* (NEPA).
San Francisco Bay Regional Water Quality Board	Update to the applicable National Pollutant Discharge Elimination System (NPDES) General Industrial Permit (2014-0057-DWQ); Issuance of a NPDES General Construction Permit.
County of Napa	Issuance of demolition, grading, and building permits.
City of American Canyon	Issuance of a "will serve" letter for potable water service.
Napa Sanitation District	Issuance of a "will serve" letter for sewer service.

12. Have California American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code (PRC) §21080.3? If so, has consultation begun?

The California Native American Heritage Commission (NAHC) was contacted in March 2020 to perform a records search of the Sacred Lands File (SLF) for the airport, which produced one positive result and a list of tribes with potential knowledge of cultural resources in the general area (**Appendix A**).

LEGEND
Airport Property Line
A Taxiway Designation
Area of Disturbance
N
0
200
SCALE IN FEET
Aerial Photo: Google Earth 9-2018
C
E
F
A
NAPA
~31.2 Acres
~0.2 Acres
~1 Acres
~1.6 Acres
Airport Rd

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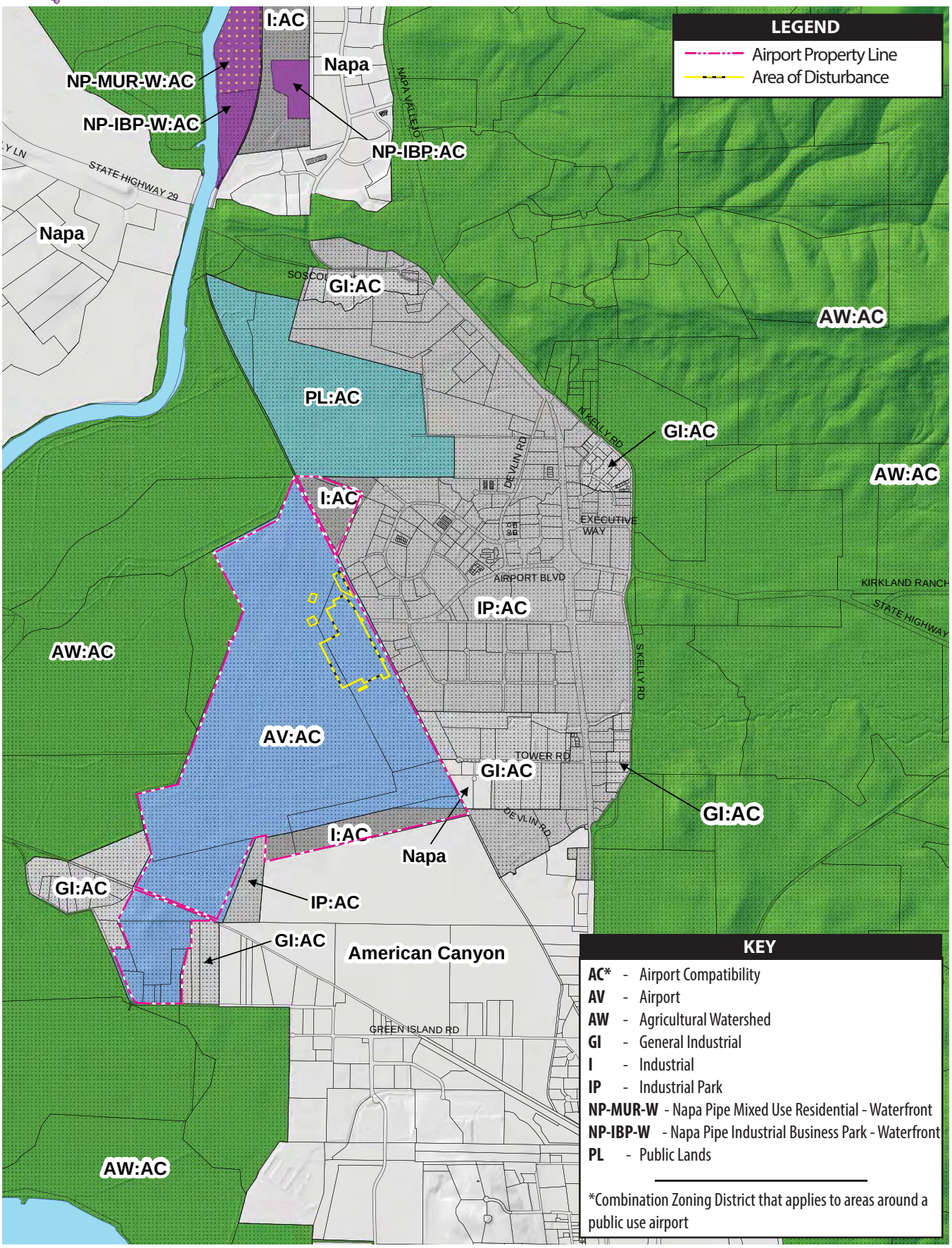

LEGEND
Airport Property Line
Area of Disturbance
I:AC
Napa
NP-MUR-W:AC
NP-IBP-W:AC
NP-IBP:AC
NAPA VALLEJO
STATE HIGHWAY 29
Napa
SOSCOL
GI:AC
AW:AC
PL:AC
N KELLY RD
GI:AC
DEVLIN RD
AW:AC
I:AC
EXECUTIVE WAY
AIRPORT BLVD
IP:AC
KIRKLAND RANCH
STATE HIGHWAY
AW:AC
S KELLY RD
AV:AC
TOWER RD
GI:AC
GI:AC
DEVLIN RD
I:AC
Napa
GI:AC
IP:AC
GI:AC
American Canyon
GREEN ISLAND RD
AW:AC
KEY
AC* - Airport Compatibility
AV - Airport
AW - Agricultural Watershed
GI - General Industrial
I - Industrial
IP - Industrial Park
NP-MUR-W - Napa Pipe Mixed Use Residential - Waterfront
NP-IBP-W - Napa Pipe Industrial Business Park - Waterfront
PL - Public Lands
*Combination Zoning District that applies to areas around a public use airport

The following tribes have requested formal consultation with the county under PRC §21080.3:

- Mishewal Wappo Tribe of Alexander Valley
- Yocha Dehe Wintun Nation
- Middletown Rancheria

A letter was mailed to each tribe requesting formal consultation or recommended by the NAHC for contact (i.e., Cortina Rancheria – Kletsel Dehe Band of Wintun Indians) on June 17, 2020, along with exhibits describing the Proposed Project and information regarding the results of the archaeological survey. **Appendix A** contains copies of the letter sent to each tribe. One tribe (Yocha Dehe Wintun Nation) contacted the airport to request a corrected letter due to an error in the tribal name. The corrected letter was sent via email to the tribe on July 8, 2020.

One tribe (Yocha Dehe Wintun Nation) requested consultation on the Proposed Project. On August 7, 2020, the airport manager met with two tribal representatives at the project site. As a result of this meeting, the airport has agreed to the following tribal requests (**Appendix A**):

1. The project will include a pre-construction cultural sensitivity training under the direction of the Yocha Dehe Wintun Nation prior to the commencement of construction activity.

2. On-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal, will be conducted.

The tribal consultation process was completed with the Yocha Dehe Wintun Nation on August 11, 2020.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

Any environmental factors checked below would be potentially affected by the Proposed Project, involving at least one impact that is a "Potentially Significant Impact." However, as indicated by the Environmental Issues Checklist on the following pages, there are no project impacts that have been determined to be a "Potentially Significant Impact." All impact categories would be either "No Impact," "Less than Significant," or "Less than Significant with Mitigation Incorporated."

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

ENVIRONMENTAL IMPACTS AND BASIS OF CONCLUSIONS

The conclusions and recommendations contained herein are professional opinions derived in accordance with current standards of professional practice. They are based on a review of the Napa County Environmental Resources Maps, the other sources of information listed in the file, and the comments received; conversations with knowledgeable individuals; the preparer's personal knowledge of the area; and, where necessary, a visit to the site. For further information, see the environmental background information contained in the permanent file on this project.

On the basis of this initial evaluation:

☐ I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT (EIR) is required.

☐ I find that the Proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the Proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required.

Greg Baer
Signature

August 24, 2020
Date

Greg Baer
Name

Airport Manager/Public Works, Airport Division
Title/Department

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration (CEQA Guidelines, Section 15063[c][3][D]). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of, and adequately analyzed in, an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or

outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) the significance criteria or threshold, if any, used to evaluate each question; and

   b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ENVIRONMENTAL ISSUES CHECKLIST

I. Aesthetics

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in PRC Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

REGULATORY SETTING

Local Regulations

Napa County General Plan. The *Napa County General Plan* (revised 2013) addresses community aesthetics in the Community Character (CC) Element of the plan. Goals and policies applicable to the Proposed Project are found under the subheadings of "Aesthetics, Arts and Culture, Views and Scenic Roadways" and "Light and Glare."

Community Character Element Goals

Goal CC-6: Preserve and enhance the night environment of the county's rural areas and prevent excessive light and glare.

Aesthetics, Arts and Cultures, Views and Scenic Roadways Policies

- Policy CC-12: The grading of building sites, vineyards, and other uses shall incorporate techniques to retain as much as possible a natural landform appearance. Examples include:

  - The overall shape, height, and grade of any cut or fill slope shall be designed to simulate the existing natural contours and scale of the natural terrain of the site.
  - The angle of the graded slope shall be gradually adjusted to the angle of the natural terrain.
  - Sharp, angular forms shall be rounded and smoothed to blend with the natural terrain.

Light and Glare Policies

- Policy CC-33: The design of buildings visible from the county's designated scenic roadways shall avoid the use of reflective surfaces which could cause glare.

- Policy CC-34: Consistent with building code requirements for new construction in rural areas, nighttime lighting associated with new developments shall be designed to limit upward and sideways spillover of light. Standards shall be specified in the most recent update of the "Nonresidential Compliance Manual for California's 2005 Efficiency Standards" or the "Residential Compliance Manual for California's 2005 Energy Efficiency Standards" published by the State of California. Light timers and motion sensors shall be used wherever feasible.

IMPACT ANALYSIS

I.a and b) Less Than Significant Impact. The Proposed Project will have a Less than Significant impact on the aesthetic quality of the region for the following reasons:

- The Proposed Project will not have adverse effects on a scenic vista. Overall, the land use at the airport will not be altered with the Proposed Project. Rather, the construction of the hangars, apron, and supporting structures will be consistent with the appearance of the existing land uses.

- The Proposed Project will not damage scenic resources, such as rocks, outcroppings, or historic buildings/structures. Activities surrounding the Proposed Project will occur at an existing airport, which does not contain scenic resources, such as rocks or outcroppings. As discussed further in Section V, Cultural Resources, neither the airport property as a whole nor the individual buildings proposed for demolition by the Proposed Project are eligible for listing in the federal or state historic registers (SWCA 2020).

- State Highway 29, a designated Scenic Highway (California Department of Transportation website 2020), is located approximately 0.75 mile east of the airport and is separated from the airport by intervening development. At that distance, and because there are not clear lines of sight between the airport and the highway, the design of the new buildings will not be visible. The Proposed Project will not have a significant impact on views from the highway.

- Consistent with the county's General Plan Policy CC-6, grading will be minimal and will follow the existing landform at the airport and within the Proposed Project site.

I.c) No Impact. Although according to the U.S. Census Bureau, the airport and surrounding environs are not located in a U.S. Census urban area, most of the airport is classified as Urban and Built Up land on the state's Important Farmland Map. In addition, the airport is located within the more "urbanized" or developed corridor of the county along State Highway 29. The Proposed Project will not substantially degrade the existing visual quality of public views or the surrounding environs as it will be consistent with the existing land use. The airport is adjacent to an industrial/office area and the Proposed Project is consistent with the airport's existing zoning (AV:AC).

I.d) Less Than Significant Impact. Additional lighting will result from the proposed new buildings and apron expansion. However, the Proposed Project will be contained on airport property in place of an existing terminal and other buildings and will be buffered from light or glare-sensitive land uses, such as residential areas by surrounding light industrial and office development. The nearest residence is approximately one mile from the airport.

In addition, the airport is located within the "urbanized" corridor of the county and will, thus, not have an adverse effect on more rural areas of the county by introducing additional lighting. Because the airport is approximately 0.75 mile from the closest designated Scenic Highway (i.e., State Highway 29), the Proposed Project is consistent with county General Plan Policy CC-33. The airport's proposed landside development will comply with all applicable county policies and regulations concerning lighting per General Plan Policy CC-34.

II. Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurements methodology provided in Forest Protocols adopted by the California Air Resources Board. **Would the project:**				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a *Williamson Act* contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in PRC Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

REGULATORY SETTING

State Regulations

California Land Conservation Act (*Williamson Act*). The *California Land Conservation Act*, or the *Williamson Act*, is applicable to certain parcels within the State of California (state). The *Williamson Act* allows local governments to enter contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space uses in return for reduced property taxes. Under the *Williamson Act*, willing landowners commit the parcel for a 10-year period, during which time no conversion out of agricultural use is permitted. In return, the land is subject to a reduced tax rate based on the actual use of the land (i.e., agricultural use), rather than its unrestricted market value.

Farmland Security Zone Act. The *Farmland Security Zone Act*, sometimes referred to as the "Super *Williamson Act* Contracts," is similar to the *Williamson Act* and ensures that long-term farmland preservation is part of public policy in the state. Under the *Farmland Security Zone Act*, a landowner who is already under a *Williamson Act* contract can apply for Farmland Security Zone status by entering into a contract with the county. In return for a further 35 percent reduction in the taxable value of land and growing improvements (this is in addition to the benefits of the *Williamson Act* contract), the property owner promises to not develop the property for nonagricultural uses.

Local Regulations

Napa County General Plan. The county's long-term concern for agriculture land preservation has prompted several goals and policies to ensure a sustainable future for the farming industry. Goals and policies addressing agriculture preservation are outlined in the Agriculture Preservation and Land Use Element (AG/LU) of the General Plan and are outlined below.

Agricultural Preservation and Land Use Goals

Goal AG/LU-5: With municipalities, other governmental units, and the private sector, plan for commercial, industrial, residential, recreational, and public land uses in locations that are compatible with adjacent uses and agriculture.

Agricultural Preservation and Land Use Policies

- Policy AG/LU-9: The County shall evaluate discretionary development projects, re-zonings, and public projects to determine their potential for impacts on farmlands mapped by the State Farmland Mapping and Monitoring Program, while recognizing that the state's farmland terminology and definitions are not always the most relevant to Napa County, and shall avoid converting farmland where feasible. Where conversion of farmlands mapped by the state cannot be avoided, the County shall require long-term preservation of one acre of existing farmland of equal or higher quality for each acre of state-designated farmland that would be converted to non-agricultural uses. This protection may consist of establishment of farmland easements or other similar mechanism, and the farmland to be preserved shall be located within the County and preserved prior to the proposed conversion.

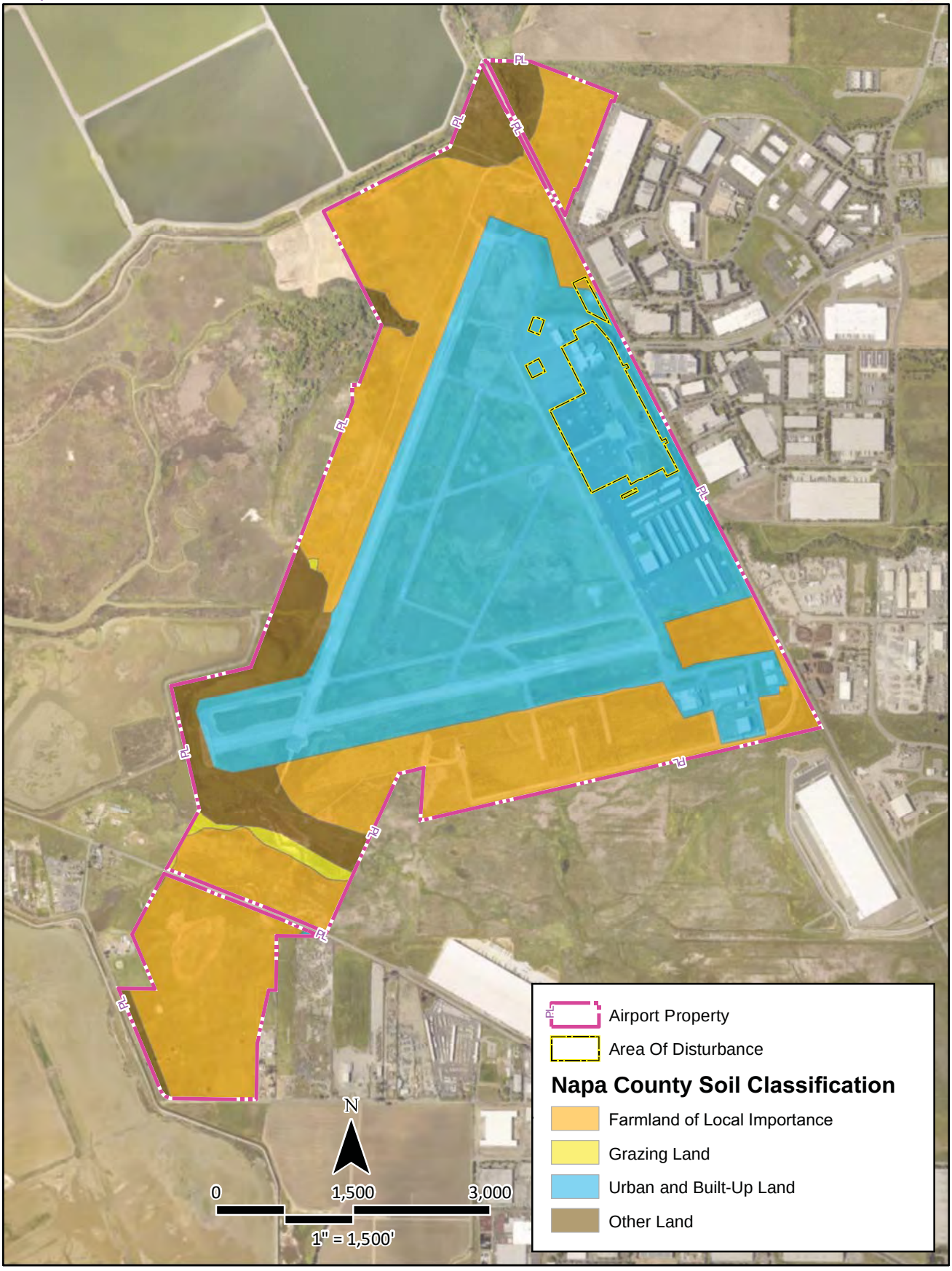
IMPACT ANALYSIS

II.a-e) No Impact. The Proposed Project will not have an impact on existing agricultural land, conflict with a *Williamson Act* contract, result in the loss of forested land, or involve other changes which could adversely affect existing agricultural or forest lands.

The soils in the project area are designated as "prime farmland if irrigated" and "farmland of statewide importance," and are generally described as loam in nature by the United States (U.S.) Department of Agriculture, Natural Resources Conservation Service [USDA-NRCS] Web Soil Survey (USDA-NRCS website

2020). However, the project area is not currently used for agricultural purposes but has historically been part of the airport. The airport is designated as Urban and Built-Up Land on the Napa County Important Farmland map (California Department of Conservation [CDC] 2016) (**Exhibit 11**) and does not abut land devoted to agriculture. Thus, the Proposed Project is consistent with the county's General Plan Goal AG/LU-5 and Policy AG/LU-9.

The project area contains a limited number of non-native trees (i.e., eucalyptus) and will not result in the loss of forest land.



Source: ESRI Basemap Imagery (2018), California Dept. of Conservation.

III. Air Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. **Would the project:**				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under the applicable federal or state ambient air quality standard?	☐	☒	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

REGULATORY SETTING

The airport is located within the San Francisco Bay Area Air Basin (SFBAAB). The following sections provide information regarding the regulatory setting for air quality in the SFBAAB.

Federal Regulations

Clean Air Act (CAA). Title I of the federal *Clean Air Act* charges the U.S. Environmental Protection Agency (EPA) with the responsibility of safeguarding air quality from new or continued deterioration from mobile and stationary sources of air pollutant emissions. To that end, U.S. EPA promulgates and enforces the National Ambient Air Quality Standards (NAAQS).

The NAAQS represent levels of pollutants in the ambient (i.e., "outdoor") air that, when exceeded, cause negative impacts to human health ("primary" NAAQS) and environmental quality ("secondary" NAAQS). U.S. EPA has established NAAQS for the following "criteria" pollutants: carbon monoxide (CO), nitrogen dioxide (NO_2), particulate matter (PM), ozone (O_3), sulfur dioxide (SO_2), and lead (Pb). Notably, there are two sizes of regulated PM - PM measuring 10 micrometers or less in diameter (PM_{10}) and particulate matter measuring 2.5 micrometers or less in diameter ($PM_{2.5}$).

An area with ambient air concentrations exceeding the NAAQS for a criteria pollutant is said to be in "nonattainment" for the pollutant's NAAQS, while an area where ambient concentrations are below the

NAAQS is considered in "attainment." U.S. EPA requires areas designated as nonattainment to demonstrate how they would attain the NAAQS by an established deadline. To accomplish this, states prepare State Implementation Plans (SIPs). SIPs are typically a comprehensive set of reduction strategies and emissions budgets designed to bring an area into attainment.

State Regulations

California Clean Air Act (CCAA). Due to regional air quality concerns, individual states have the authority to adopt air quality standards that are more stringent than the NAAQS. Pursuant to requirements of CEQA and the CCAA, the California Air Resources Board (CARB) established the California Ambient Air Quality Standards (CAAQS). The CAAQS have more stringent standards for each of the U.S. EPA criteria pollutants mentioned above. The CAAQS also includes requirements for visibility-reducing particles, sulfates, hydrogen sulfide, and vinyl chloride. The SFBAAB is a non-attainment area for O_3 (for both state and federal standards), PM_{10} (federal standards only), and $PM_{2.5}$ (both state and federal standards) (CARB website 2019b).

CARB authors and enforces air quality regulations and programs on mobile and stationary sources of air emissions within the state. Thus, it is within CARB's jurisdiction to enforce the following state-level air quality regulations, initiatives, and programs potentially pertinent to the Proposed Project:

- CCR, Title 13, Division 3, Chapter 9, Article 4.8, §2449(d)(3). Off-road equipment engines are not to idle for longer than five minutes (with exemptions).

- CCR, Title 13, Division 3, Chapter 10, Article 1, §2485. On-road vehicles with a gross vehicular weight rating of 10,000 pounds or more are not to idle for longer than five minutes at any location (with exemptions).

Additionally, in August 1998, CARB identified particular emissions from diesel-fueled engines as a toxic air contaminant (TAC). TACs are pollutants that are associated with acute, chronic, or carcinogenic effects, but for which no NAAQS or CAAQS have been established. TAC impacts are evaluated by determining if a specific chemical poses a significant risk to human health and, if so, under what circumstances. In 2000, CARB published the *Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles* (CARB 2000b) and the *Risk Management Guidance for the Permitting of New Stationary Diesel-Fueled Engines* (CARB 2000a). These documents represent proposals to reduce diesel particulate matter (DPM) emissions, with the goal being to reduce emissions and the associated health risk by 85 percent in 2020. The programs aim to require the use of state-of-the-art catalyzed diesel particulate filters and ultra-low-sulfur diesel fuel.

Regional and Local Regulations

Bay Area Air Quality Management District. Napa County is part of the Bay Area Air Quality Management District (BAAQMD). The BAAQMD is tasked with regulating stationary sources of air pollution in the nine-county area surrounding the San Francisco Bay area. In 2017, BAAQMD published *Spare the Air, Cool the Climate* (SACC), a clean air and climate protection plan outlining standards and goals for air quality

attainment for the Bay Area (BAAQMD 2017b). The plan provides a regional strategy to protect the public health and the climate and identify how the district will continue the progress towards attaining all state and federal air quality standards to eliminate health risk from exposure to air pollution within the San Francisco Bay area. **Table 7** outlines the national, state, and regional air quality attainment standards.

TABLE 7
Air Pollutant Standards and Attainment

Pollutant (Averaging Time)	National Standards	California Standards	Bay Area Attainment Design Value[a, b]	Attainment Status	
				Federal	State
O_3 (1-hour)	None	0.09 ppm	0.10 ppm (California)	N/A	N
O_3 (8-hour)	0.070 ppm	0.09 ppm	0.073 ppm	N	N
CO (1-hour)	35 ppm	20 ppm	3.8 ppm	A	A
CO (8-hour)	9 ppm	9.0 ppm	2.0 ppm	A	A
$PM_{2.5}$ (24-hour)	35 µg/m^3	None	30 µg/m^3	N	N/A
$PM_{2.5}$ (Annual)	12 µg/m^3	12 µg/m^3	11.4 µg/m^3	A	N
PM_{10} (24-hour)	150 µg/m^3	50 µg/m^3	58 µg/m^3	U	N
PM_{10} (Annual)	None	20 µg/m^3	22 µg/m^3 (California)	N/A	N
SO_2 (1-hour)	75 ppb	0.25 ppm	14 ppb	U	A
SO_2 (24-hour)	0.14 ppm	0.04 ppm	< 0.01 ppm	A	A
NO_2 (Annual)	53 ppb	0.030 ppm	0.018 ppm	A	A
NO_2 (1-hour)	100 ppb	0.18 ppm	57 ppm	U	A
Pb (3-month rolling avg)	0.15 µg/m^3	None	< 0.01 µg/m^3	A	N/A

Sources: BAAQMD 2017b, Table 2-2; CARB website 2019a; U.S. EPA website 2020b

[a] The attainment design value is a statistic based on the monitored conditions that can be compared with the corresponding standards and are computed on a site-by-site basis. The standard is violated if the design value exceeds the standard.

[b] Attainment design values relative to the NAAQS are shown unless indicated as (California).

N/A = Attainment status is not applicable due to the lack of established standard level of criteria pollutant.

A = Attainment; N = Nonattainment; U = unclassified

ppm = parts per million; ppb = parts per billion; µg/m^3 = micrograms per cubic meter

Construction thresholds established by BAAQMD for criteria pollutants are outlined in **Table 8**. BAAQMD has established thresholds for reactive organic compounds (ROGs), nitrous oxides (NO_x), and particulate matter (PM_{10} and $PM_{2.5}$). No thresholds have been established for CO or SO_2. To address fugitive dust, BAAQMD recommends employing best management practices (BMPs) established by the U.S. EPA.

TABLE 8
BAAQMD Construction-Related Criteria Pollutant Thresholds

	ROG	NO_x	CO	SO_2	PM_{10} (exhaust)	$PM_{2.5}$ (exhaust)	PM_{10} and $PM_{2.5}$ (fugitive dust)
Pounds per Day	54	54	N/A	N/A	82	54	None - Implement best management practices

Source: BAAQMD 2017a (Table 2.1)
N/A = not applicable; a threshold has not been established by BAAQMD

Operation-related thresholds for criteria pollutants are shown in **Table 9**. BAAQMD establishes both a daily threshold and an annual threshold for operations which projects are required to meet. No operational-related thresholds have been established for CO or SO_2 nor are there operational thresholds for fugitive dust.

TABLE 9
BAAQMD Operation-Related Criteria Pollutant Thresholds

	ROG	NO_x	CO	SO_2	PM_{10} (exhaust)	$PM_{2.5}$ (exhaust)	PM_{10} and $PM_{2.5}$ (fugitive dust)
Pounds per Day	54	54	N/A	N/A	82	54	None - Implement best management practices
Tons per Year	10	10	N/A	N/A	15	10	None

Source: BAAQMD 2017a (Table 2.1)
N/A = not applicable; a threshold has not been established by BAAQMD

According to the BAAQMD CEQA Guidelines, the threshold of significance for odors is five confirmed complaints received per year averaged over three years (BAAQMD 2017a, Table 2.1).

The goals of the BAAQMD SACC plan focus on protecting public health and the climate. (See Section VIII, Greenhouse Gases for a discussion of climate goals.) Napa County generally follows air quality standards adopted by BAAQMD (Napa County website 2020a).

Napa County General Plan. The General Plan for Napa County addresses one specific air quality issue in the Community Character Element of the plan under the subheading "Odors." However, in the introduction discussion to the odor policies, it clarifies that air quality districts regulate certain concentrations of the chemicals which result in odors almost universally considered bad, such as landfills, wastewater treatment ponds, or large agricultural composting areas (Napa County 2008, Community Character Element, page CC-15). The airport does not contain these types of land uses.

Other applicable air quality policies are in the Conservation (CON) Element of the county's General Plan.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-81: The County shall require dust control measures to be applied to construction projects consistent with measures recommended for use by the BAAQMD.

- Policy CON-85: The County shall utilize construction emission control measures required by CARB or BAAQMD that are appropriate for the specifics of the project (e.g., length of time of construction and distance from sensitive receptors). These measures shall be made conditions of approval and/or adopted as mitigation to ensure implementation.

IMPACT ANALYSIS

III.a) Less Than Significant Impact. The Proposed Project will continue as the existing land use (i.e., Napa County Airport). The proposed redevelopment does not change the overall purpose or use of the airport, is consistent with existing applicable zoning, and will not be inconsistent with or obstruct implementation of any applicable air quality plans for the region.

III.a-b) Less Than Significant with Mitigation Incorporated. The Proposed Project will have minimal long-term impacts on air quality. The Proposed Project involves demolishing or relocating multiple airport structures and constructing FBO development area buildings, a parking lot, and a minor realignment of Airport Road. The total timeframe for construction of the Proposed Project is about 20 months.

Temporary Construction Emissions. During construction, equipment used for the demolition of existing facilities and construction of the Proposed Project will temporarily increase emissions in the vicinity of the airport. To quantify air pollutant emissions from the construction activity, an emissions inventory of criteria pollutants was prepared using the California Emissions Estimator Model (CalEEMod) version 2016.3.2 (California Air Pollution Control Officers Association [CAPCOA] 2017). The CalEEMod software, published by the CAPCOA in collaboration with various California air districts, estimates on-road vehicle emissions, such as those from dump trucks or light-duty work trucks, and off-road vehicle emissions, such as heavy construction equipment. The modeling results also include emissions resulting from earth-moving (e.g., grading and site preparation) and paving. CalEEMod accounts for worker trips, haul trips, equipment activity, disturbed ground surface area, and material quantities are based on estimates (where available). CalEEMod includes emissions factors that are adjusted to local climatic conditions in the region overseen by BAAQMD. Each phase of the project was modeled individually, based on its description, timeframe, and duration.

The proposed airport redevelopment involves specific airport-related uses, which do not correspond with default land uses available in the CalEEMod software. Therefore, CalEEMod land uses which are generally similar to the various parts of the project were selected for the modeling effort, i.e., emissions modeling for the FBO terminal buildings and the maintenance/operations building was divided into two general land uses:[9] "Light Industrial" and "Quality Restaurant." No modeling was undertaken for those

[9] Light industrial land use, as defined in the CalEEMod user's guide (California Air Pollution Control Officer Association *CalEEMod User's Guide*, Table 1 (November 2017), http://www.caleemod.com/) is a free-standing facility generally dedicated to a single use with an emphasis on other activities other than manufacturing and generally have minimal office space. Typical activities that occur within a hangar are aircraft repair and maintenance or aircraft storage. However, the number of people which work at an FBO are generally less than a typical light industrial land use, and much of an FBOs activity is related to aircraft operations, rather than vehicular traffic. Therefore, the modeling for emissions assumed that only 50 percent of the default vehicular trips for a light industrial or "quality" restaurant land use will occur as a result of the Proposed Project.

land uses that will be relocated within the airport property (i.e., the electric vault, beacon, and fueling island).

Table 10 summarizes the emissions inventory results for the construction phases of the Proposed Project against applicable thresholds of BAAQMD. During construction year 2022, the Proposed Project's construction activity will approach BAAQMD thresholds of significance for ROG. Due to the margin of error within the model, mitigation is recommended for the Proposed Project to ensure that construction emissions remain under the applicable thresholds (see discussion below). **Table 10** shows the unmitigated and mitigated results of the analysis. The full results of the CalEEMod modeling completed for the Proposed Project are on file at the airport.

TABLE 10
Estimated Project Construction-Related Emissions vs. BAAQMD Thresholds (Pounds per Day)

	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
BAAQMD Thresholds	***54***	***54***	***N/A***	***N/A***	***82***	***54***
Year 2021						
Without Mitigation	4.2	49.0	23.4	0.1	20.9	12.0
With Mitigation	4.2	49.0	23.4	0.1	20.9	12.0
Exceed Thresholds?	**NO**	**NO**	**N/A**	**N/A**	**NO**	**NO**
Year 2022						
Without Mitigation	**53.0**	21.3	21.2	0.1	2.3	1.2
With Mitigation	12.2	21.3	21.2	0.05	2.3	1.2
Exceed Thresholds?	**NO**	**NO**	**N/A**	**N/A**	**NO**	**NO**
Year 2023						
Without Mitigation	11.7	37.8	21.6	0.1	20.7	11.5
With Mitigation	11.7	37.8	21.6	0.1	20.7	11.5
Exceed Thresholds?	**NO**	**NO**	**N/A**	**N/A**	**NO**	**NO**

Sources: BAAQMD 2017a; CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis)
BAAQMD = Bay Area Air Quality Management District
N/A = not applicable
Bolded value represents a criteria pollutant where the unmitigated scenario would approach BAAQMD thresholds.

Based on the CalEEMod modeling run that included the mitigation, construction emissions will be Less than Significant with Mitigation Incorporated (**Table 10**). BMPs required for PM_{10} as standard practice were also included as mitigation in the mitigated CalEEMod modeling run.

Construction-Related Mitigation Measures

The following measures required or recommended by BAAQMD and/or CARB will be required for the Proposed Project:

AQ-1: To avoid exceeding the BAAQMD threshold for ROGs (54 pounds per day), low-volatile organic compound (VOC) paint and interior building materials shall be used during the painting/finishing phase of the Proposed Project. Per BAAQMD recommendations, such measures include using low-VOC interior paint (VOC level of 50 grams per liter [g/L] or less) and using low-VOC or recycled materials for interior finishes.

AQ-2: BMPs recommended by BAAQMD (per U.S. EPA) to reduce fugitive dust emissions shall be implemented:

- **Soil stabilization shall occur by applying water for a short-term solution or applying dust suppressants or vegetative cover for a long-term solution;**
- **Carryout and takeover materials (such as dirt/demolition spoils and other construction waste which fall from trucks onto roads) shall be cleaned daily and immediately if material spills occur more than 50 ft from the exit point of the project site. Appropriate clean-up methods require the complete removal and cleanup of mud and dirt from the paved surfaces and shoulders;**
- **Dust control for unpaved vehicle and equipment traffic areas and speed limit signs to 15 miles per hour (mph) or less shall be posted every 500 ft; and**
- **Recordkeeping shall be used to document compliance with the rules and notate all dust control measures utilized on-site. Records are to be kept for one year following the end of "dust-generating" activities.**

AQ-3: Regulations outlined in the CARB handbook *In-Use Off-Road Diesel-Fueled Fleets Regulations* (2016), which applies to all self-propelled off-road vehicles that are 25 horsepower (hp) or more as well as most two-engine vehicles, shall be required. The purpose of this regulation is to reduce emissions of NO_x and particulate matter by:

- **Limiting unnecessary idling of vehicles to five minutes;**
- **Requiring all vehicles to be reported to CARB and labeled;**
- **Restrictions on adding vehicles older than January 1, 2004, to the fleet; and**
- **Requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing Verified Diesel Emission Control Strategies, such as exhaust retrofits.**

Long-Term Operational Emissions. In addition to calculating construction emissions for the Proposed Project, CalEEMod was used to estimate net operational emissions that could result from the new buildings' and apron's ongoing electrical demand and vehicular emissions (**Table 11**). For example, operational emissions from electrical needs of lighting and climate control will result from FBO operations. Operational emissions are expected from electrical needs for lighting the parking lot. Some emissions are also expected due to vehicular traffic generated by additional employees or deliveries. Thus, operational emissions associated with the Proposed Project include area emissions (landscaping, maintenance coating, consumer products), vehicular and aircraft emissions, and energy emissions (natural gas, utilities).

TABLE 11
Estimated Project Non-Aircraft Operational Emissions - Pounds per Day

	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Redevelopment Phase (operational 2022)	3.1	4.2	7.8	0.0[a]	2.2	0.6
Apron Reconstruction (operational 2023)	0.3	0.0[a]	0.1	0.0	0.0[a]	0.0[a]
Full Buildout Total	***3.4***	***4.2***	***7.9***	***0.0***	***2.2***	***0.6***

Sources: CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis)
[a] Since the value is less than 0.05, it rounds to 0.0.
BAAQMD = Bay Area Air Quality Management District

The Aviation Environmental Design Tool (AEDT), which is FAA's preferred method of calculating aircraft operational emissions inventories for airport and related aviation projects, was used to estimate aircraft emissions that are anticipated to occur due to the Proposed Project. The software provides noise characteristics, standard flight profiles, and manufacturer-supplied flight procedures for aircraft within the U.S. civil and military fleets, including those which commonly operate at Napa County Airport. As each aircraft has different design and operating characteristics (number and type of engines, weight, and thrust levels), each aircraft emits different pollutant emission levels. **Table 12** summarizes the aircraft-related operational emissions calculated for the Proposed Project. As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase is the emissions directly associated with additional aircraft that could be accommodated by the Proposed Project.

TABLE 12
Estimated Project Aircraft Operational Emissions – Pounds per Day

	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Existing Condition (2020)	15.2	36.4	676.5	5.2	2.2	2.2
Future with Proposed Project (2023)	16.0	40.3	673.6	5.7	2.4	2.4
Net Change in Aircraft Emissions[a]	***0.8***	***3.9***	***- 2.9***[b]	***0.5***	***0.2***	***0.2***

Source: AEDT (Coffman Associates, Inc. analysis)
[a] As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase isolates those emissions directly associated with the Proposed Project.
[b] The reduction of CO emissions is due to the change of fleet mix assumed, which will include newer, cleaner technology as older aircraft are retired or replaced.

Table 13 combines the net increase in aircraft operational emissions anticipated due to the Proposed Project (**Table 12**) with the non-aircraft related operational emissions identified in **Table 11**. These two values (net aircraft emissions and other operational emissions) comprise the total Proposed Project operational emissions for comparison to the BAAQMD thresholds.[10] As shown in the table, based on the results of the air pollutant emissions modeling, all operational emissions will be well below the BAAQMD thresholds. Operational air quality impacts of the Proposed Project are Less than Significant, and no mitigation measures are necessary.

[10] As discussed previously in Footnote, 6, the light industrial land use in CalEEMod overstates the number of vehicular trips since the model assumes every person that comes to that land use will use a mode of surface transportation (i.e. car or truck). However, due to the nature of the overall land use of the airport, some trips to the Proposed Project will be by aircraft, which is included in the AEDT model.

TABLE 13
Total Net Operational Emissions – Pounds per Day

Pollutant	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
BAAQMD Thresholds	*54*	*54*	*N/A*	*N/A*	*82*	*54*
Proposed Project Other Operational Emissions (area, vehicular, and energy)	3.4	4.2	7.9	0.0[a]	2.2	0.6
Proposed Project Aircraft Net Emissions[b]	0.8	3.9	-2.9[c]	0.5	0.2	0.2
Total Proposed Project Operational Emissions	**4.2**	**8.1**	**5.0**	**0.5**	**2.4**	**0.8**
Exceeds Threshold	*NO*	*NO*	*N/A*	*N/A*	*NO*	*NO*

Source: AEDT (Coffman Associates, Inc. analysis)

[a] Since the value is less than 0.05, it rounds to 0.0.

[b] As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase isolates those emissions directly associated with the Proposed Project.

[c] The reduction of CO emissions is due to the change of fleet mix assumed, which will include newer, cleaner technology as older aircraft are retired or replaced.

N/A = not applicable

III.c and d) Less Than Significant Impact. Sensitive receptors to substantial pollutant concentrations or other emissions, such as odors, are defined by CARB as residential uses, education facilities, daycares, hospitals, elderly housing, and convalescent care facilities (CARB website 2019d). There are no existing residential uses in proximity to the airport. The closest residence is approximately one mile from the airport. Schools (Napa Valley College, Napa Valley Montessori, and Napa Junction Magnet Elementary School) and a childcare facility (Child Start) are located more than 0.25 mile away. This includes the Napa Valley College, which is the closest sensitive receptor and has a satellite campus northeast of the airport but is approximately 2,000 ft (0.37 mile) from the project site. In addition, based on a Google Earth image analysis, there are no other sensitive receptors, such as hospitals or assisted living facilities, near the airport.

The Proposed Project will not involve the type of odor-producing land uses listed in the BAAQMD CEQA Guidelines (Section 3.4 - Odor Impacts, Table 3-3). The airport has not received five confirmed odor complaints per year averaged over the past three years.

IV. Biological Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Regulatory Setting

Federal Regulations

Federal *Endangered Species Act of 1973* (FESA). The FESA provides legislation to protect federally listed plant and animal species and requires that the responsible agency or individual consult with the U.S. Fish and Wildlife Service (USFWS) to determine the extent of impact to a particular species. If USFWS determines that impacts to a species would likely occur, alternatives and measures to avoid or reduce impacts must be identified. The USFWS also regulates activities conducted in federal critical habitat, which are

geographic units designated as areas that support primary habitat constituent elements for listed species.

Bald and Golden Eagle Protection Act of 1940 (BGEPA). The BGEPA (16 United States Code [USC] 668) prohibits taking, possession, and commerce of bald eagles (*Haliaeetus leucocephalus*) and golden eagles (*Aquila chrysaetos*) or any part, nest, or eggs without a permit issued by the Secretary of the Interior. "Take" is defined as to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, or disturb.[11]

Migratory Bird Treaty Act of 1918 (MBTA). The MBTA protects all migratory birds, including their eggs, nest, and feathers, and is also enforced by USFWS. Birds protected by the MBTA are identified in the Federal Register (50 CFR 10.13, November 1, 2013).

Section 404 of the *Clean Water Act of 1997* (CWA). The U.S. Army Corps of Engineers (USACE) regulates discharges of dredged or fill material into "waters of the U.S." These waters include wetland and non-wetland water bodies that meet specific criteria. Under Section 404 of the CWA, USACE regulates traditional navigable waters, wetlands adjacent to traditional navigable waters, relatively permanent non-navigable tributaries that have a continuous flow at least seasonally (typically three months), and wetlands that directly about relatively permanent tributaries.

State Regulations

California Endangered Species Act of 1970 (CESA). The CESA ensures legal protection for plants listed as rare or endangered and species of wildlife formally listed as endangered or threatened by the state. The CESA definition of "take" is interpreted to be the direct injury or mortality to individuals of a CESA-listed species. The state law also lists California Species of Special Concern (SSC) based on limited distribution, declining populations, diminishing habitat, or unusual scientific, recreational, or educational value.

California Fish and Game Code. The California Fish and Game Code (FGC) has numerous regulations to protect biological resources. FGC §3503/3503.5 – Protections of Bird's Nests includes provisions to protect the nests and eggs of birds. Section 3503 (3503.5 for raptors specifically) states: "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In addition to FGC §3503, Assembly Bill (AB) 454 was signed into law September 27, 2019.[12]

[11] "Disturb" is defined in 50 CFR 22.3 as the act of agitating or bothering a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, the following: 1) injury to an eagle; 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior; or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or shelter behavior. Furthermore, "disturb" also includes impacts that result from human-induced alterations occurring near a nest site, which was used previously by eagles, during a time when eagles are absent from the area, and if, when the eagle returns, these alterations agitate or bother an eagle to the extent that it interferes with or interrupts normal breeding, feeding, or sheltering habits, and cause injury, death, or nest abandonment.

[12] AB 454 amends, repeals, and adds FGC §3513, to be known as the "*California Migratory Bird Protection Act*." FGC §3513 states, "*It is unlawful to take or possess any migratory nongame bird as designated in the federal Migratory Bird Treaty Act (16 U.S.C. Sec. 703 et seq.) before January 1, 2017, any additional migratory nongame bird that may be designated in that federal act after that date….*" FGC §3513 ensures that California can continue to protect migratory birds, regardless of rollbacks in the federal MBTA. FGC §3513 will become inoperative on January 20, 2025 and repealed January 1, 2026.

FGC §3511 (birds), §4700 (mammals), §5050 (reptiles and amphibians), and §5515 (fish) include provisions to protect Fully Protected species, such as: 1) prohibiting take or possession "at any time" of the species listed in the statute, with few exceptions; 2) stating that "no provision of this code or any other law shall be construed to authorize the issuance of permits or licenses to "take" a species that has been designated as Fully Protected; and 3) stating that no previously issued permits or licenses for take of these species "shall have any force or effect" for authorizing take or possession. The California Department of Fish and Wildlife (CDFW) is unable to authorize incidental take of Fully Protected species when activities are proposed in areas inhabited by those species, unless there is a CDFW-approved Natural Community Conservation Plan (FGC §2835).

The CDFW also manages the *California Native Plant Protection Act of 1977* (NPPA) (FGC §§1900 et seq.), which was enacted to identify, designate, and protect rare plants. In accordance with CDFW guidelines, plant species with California Native Plant Society (CNPS) Ranks 1A, 1B, 2A, 2B, and 3 are considered "rare" under the NPPA. Impacts to plants with these rarity rankings must be fully evaluated under CEQA. Plants with CNPS Rank 4 have limited distributions but are not necessarily eligible for listing. It is recommended that impacts to plants with CNPS Rank 4 also be evaluated per CEQA. Plants listed as Rare under the NPPA are now considered by CDFW to be subject to the CESA take prohibitions and incidental take permit process in accordance with the CCR §796.9.

Pursuant to Division 2, Chapter 6, §§1600–1602 of the FGC, the CDFW regulates all diversions, obstructions, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake, which supports fish or wildlife. The CDFW defines a "stream" (including creeks and rivers) as "a body of water that flows at least periodically or intermittently through a bed or channel having banks and supports fish or other aquatic life. This includes watercourses having surface or subsurface flow that supports or has supported riparian vegetation." The CDFW's definition of "lake" includes "natural lakes or man-made reservoirs." The CDFW jurisdiction within altered or artificial waterways is based upon the value of those waterways to fish and wildlife.

Local Regulations

Napa County General Plan. Habitat and biotic preservation for Napa County is addressed in the Conservation Element of the plan under the subheadings "Natural Resources" and "Water Resources." Napa County is home to varied and diverse habitat which support several threatened and/or endangered species. Due to the unique location and topography of the county, it is one of the 25 most biologically diverse counties in the U.S. and is home to approximately 150 "special-status" species.

Natural Resources Goals

Goal CON-2: Maintain and enhance the existing level of biodiversity.

Goal CON-3: Protect the continued presence of special-status species, including special-status plants, special-status wildlife, and their habitats, and comply with all applicable state, federal, or local laws or regulations.

Goal CON-4: Conserve, protect, and improve plant, wildlife, and fishery habitats for all native species in Napa County.

Goal CON-5: Protect connectivity and continuous habitat areas for wildlife movement.

Natural Resources Policies

- Policy CON-13: The County shall require that all discretionary residential, commercial, industrial, recreational, agricultural, and water development projects consider and address impacts to wildlife habitat and avoid impacts to fisheries and habitat supporting special-status species to the extent feasible. Where impacts to wildlife and special-status species cannot be avoided, projects shall include effective mitigation measures and management plans, including provisions to:

  - Maintain the following essentials for fish and wildlife resources:
    - Sufficient dissolved oxygen in the water.
    - Adequate amounts of proper food.
    - Adequate amounts of feeding, escape, and nesting habitat.
    - Proper temperature through maintenance and enhancement of streamside vegetation, volume of flows, and velocity of water.
  - Ensure that water development projects provide an adequate release flow of water to preserve fish populations.
  - Employ supplemental planting and maintenance of grasses, shrubs and trees of like quality and quantity to provide adequate vegetation cover to enhance water quality, minimize sedimentation and soil transport, and provide adequate shelter and food for wildlife and special-status species and maintain the watersheds, especially stream side areas, in good condition.
  - Provide protection for habitat supporting special-status species through buffering or other means.
  - Provide replacement habitat of like quantity and quality on- or off-site for special-status species to mitigate impacts to special-status species.
  - Enhance existing habitat values, particularly for special-status species, through restoration and replanting of native plant species as part of discretionary permit review and approval.
  - Require temporary or permanent buffers of adequate size (based on the requirements of the subject special-status species) to avoid nest abandonment by birds and raptors associated with construction and site development activities.
  - Demonstrate compliance with applicable provisions and regulations of recovery plans for federally listed species.

- Policy CON-14: To offset possible losses of fishery and riparian habitat due to discretionary development projects, developers shall be responsible for mitigation when avoidance of impacts is determined to be infeasible. Such mitigation measures may include providing and permanently maintaining similar quality and quantity habitat within Napa County, enhancing existing riparian habitat, or paying in-kind funds to an approved fishery and riparian habitat improvement and

acquisition fund. Replacement habitat may occur either on-site or at approved off-site locations, but preference shall be given to on-site replacement.

- Policy CON-16: The County shall require a biological resources evaluation for discretionary projects in areas identified to contain or potentially contain special-status species based upon data provided in the Baseline Data Report (BDR), California Natural Diversity Database (CNDDB), or other technical materials. This evaluation shall be conducted prior to the approval of any earthmoving activities. The County shall also encourage the development of programs to protect special-status species and disseminate updated information to state and federal resource agencies.

Napa County Code – Chapter 18, Conservation Regulations. This section of the Napa County Code is intended to protect the public health, safety and community welfare, preserve the county's natural resources, provide environmental protection to those natural resources (e.g., flora, fauna, and aquatic, and their respective habitat). These regulations apply to all zoning districts in the county. In general, construction of structures, earthmoving activity, grading or removal of vegetation is prohibited within stream setback areas unless specifically permitted.

For intermittent and perennial streams,[13] the minimum stream setback is 35 ft. Additionally, the planning director may require the installation and maintenance of construction fencing or other means of demarcation that protects stream setback areas, wetlands, wildlife corridors, sensitive areas, and other protected features from intrusion or disturbance during land clearing and earth-moving activities.

IMPACT ANALYSIS

IV.a) Less Than Significant Impact. Most of the Proposed Project area is paved or developed with existing buildings. According to the Biological Resource Assessment (BRA) conducted for the Proposed Project (**Appendix B**), the project area does not support sufficient habitat for most state protected special-status species (**Table 14**). No species listed under the FESA have been determined to be present in the project area.

TABLE 14
Special-Status Species
Napa County Airport

Species	Status			Habitat	Potential for Occurrence in the study area
	Federal	State	CNPS		
Plants					
Diablo helianthella (*Helianthella castanaea*)	-	-	1B.2	Broadleafed upland forest; chaparral; cismontane woodland; coastal scrub; riparian woodland; valley and foothill grassland	Unlikely. Occurs in open grasslands, but not observed in any field survey in the Proposed Project area.

[13] An "intermittent stream" is defined as "any natural channel with defined bed and banks containing flowing water or showing evidence of having contained flowing water, such as deposit of rock, sand, gravel, or soil. (*Napa County Code* Chapter 18.1085.030 - Definitions (https://library.municode.com/ca/napa_county/codes/code_of_ordinances?nodeId=TIT18ZO_CH18.108CORE_18.108.030DE)

TABLE 14 (Continued)
Special-Status Species
Napa County Airport

Species	Status			Habitat	Potential for Occurrence in the study area
	Federal	State	CNPS		
Plants (continued)					
Pale yellow hay-field tarplant (*Hemizonia congesta congesta*)	-	-	1B.2	Valley and foothill grassland 0.20 to 560 meters.	Unlikely. Occurs in open grasslands, but not observed in any field survey in the Proposed Project area.
Fragrant fritillary (*Fritillaria liliacea*)	-	-	1B.2	Coastal prairie, coastal scrub; valley and foothill grassland; often serpentinite.	Unlikely. Marginal habitat in grassy areas that are regularly mowed. Not detected during field surveys.
Amphibians					
Foothill yellow-legged frog (*Rana boylii*)	-	CC		Found in partially shaded, shallow streams with rocky substrates. Needs some cobble-sized rocks as substrate for egg-laying. Requires water for 15 weeks for larval transformation.	Unlikely. Very marginal habitat in Fagan Creek. Not observed during field survey.
Reptiles					
Western pond turtle (*Actinemys marmorata*)	-	SSC	-	Inhabits ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. Needs suitable basking sites and upland habitat for egg laying.	Possible. May occur in slow-moving reaches of Fagan Creek. Not observed during the field survey.
Birds					
White-tailed kite (*Elanus leucurus*)	-	CFP	-	Found in lower foothills and valley margins with scattered oaks along river bottomlands or marshes adjacent to oak woodlands. Nests in dense tops.	Unlikely. Marginal nesting habitat among the large trees of Fagan Creek and nearby eucalyptus. Not observed during field survey.
Swainson's hawk (*Buteo swainsoni*)	-	CT	-	Breeds in open area with scattered trees; prefers riparian and sparse oak woodland habitats. Requires nearby grasslands, grain fields, or alfalfa for foraging. Rare breeding species in Central Valley.	Unlikely. Marginal nesting habitat in the taller trees in the Proposed Project study area. Not observed during the field survey.

TABLE 14 (Continued)
Special-Status Species
Napa County Airport

Species	Status			Habitat	Potential for Occurrence in the study area
	Federal	State	CNPS		
Birds (continued)					
Burrowing owl (*Athene cunicularia*)	-	SSC	-	Found in annual grasslands. Nest in burrows dug by small mammals, primarily ground squirrels.	Unlikely. Study area contains marginal habitat. Not observed during field survey.

Source: Salix Consulting, Inc. 2020 (**Appendix B**)
State Protection:
SCC = California Candidate
CFP = California Fully Protected
CT = California Threatened
SSC = California Species of Concern
CNPS = California Native Plant Society (Rank 1B = Rare, Threatened, or Endangered in California)
Definitions for the Potential to Occur:
Possible = marginal to suitable habitat occurs, and the study area occurs within the range of the species.
Unlikely = some habitat may occur, but disturbance may restrict/eliminate the possibility of occurrence. Habitat may be very marginal, or study area is outside range of species.

The Proposed Project area has been previously disturbed, is vegetated with ruderal vegetation, and has only marginal conditions present for one California Species of Concern: the western pond turtle (*Actinemys marmorata*). This species could be present in the slow-moving reaches of Fagan Creek as it generally inhabits ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. However, the western pond turtle was not observed during an April 2020 field visit for the BRA. Although the Proposed Project does not include construction in Fagan Creek and, thus, impacts to the western pond turtle are Less than Significant, avoidance and minimization measures will be incorporated to ensure there will be no impact on the creek's habitat per General Plan Policies CON-13 and CON-14.

Migratory songbirds were observed during the field study in areas adjacent to the Proposed Project site. Such avian species include the red-winged blackbird, Brewer's blackbird, white-crowned sparrow, house finch, American crow, black phoebe, mourning dove, American robin, and the turkey vulture. Additionally, raptors may forage in the ruderal annual grassland of the study area. Near the beacon, tall eucalyptus trees are present which provide roosting habitat. Take permits and/or avoidance measures are required by federal and/or state law (i.e., MBTA and/or the California FGC §3513). Therefore, impacts or migratory birds will be Less than Significant.

Avoidance and Minimization Measures

Although no sensitive species have been identified in the Proposed Project disturbance area and, thus, potential impacts are Less than Significant, the following avoidance and minimization measures will be incorporated, if applicable to the project based on its final design and construction schedule:

- If any disturbance to Fagan Creek becomes necessary, a survey for the western pond turtle will be performed by a qualified biologist prior to any construction activities. If turtles are detected, they will be relocated to a safe reach of the same creek prior to the initiation of construction activity. Replacement habitat of like quantity and quality on- or off-site for the western pond turtle will be provided per General Plan Policies CON-13 and CON-14, if necessary.

- To avoid take under the MBTA and/or California FGC §3513, either a take permit from the USFWS and/or CDFW will be obtained or a pre-construction survey will be conducted, if any tree removal or adjacent construction activity will take place during breeding/nesting season (generally February 1 through August 31). If required, the survey will be undertaken by a qualified biologist no more than 15 days prior to initiation of proposed development activities. If active nests are found on or immediately adjacent to the site, the USFWS and/or CDFW will be contacted to determine appropriate avoidance measures. This would include requiring temporary or permanent buffers of adequate size (based on the requirements of the subject special-status species) to avoid nest abandonment by birds and raptors associated with construction and site development activities per General Plan Policy CON-13.

IV.b and c) Less Than Significant Impact. The Proposed Project will have a Less than Significant impact on riparian habitat and/or state or federally protected wetlands. Based on preliminary drainage design, the Proposed Project area may have up to two outfalls into Fagan Creek and could have minor impacts to the creek corridor and riparian vegetation. However, depending on the final design of the Proposed Project, a Section 404 Permit, a 401 Certification, and/or Lake and Streambed Alteration Agreement (1602) will be required, as appropriate. The regulatory agencies will require avoidance and/or minimization measures to prevent significant impacts from occurring as conditions of the appropriate permit.

IV.d) Less Than Significant Impact. The Proposed Project will not affect native resident or migratory fish or wildlife species or their travel corridors.

IV.e) Less Than Significant Impact. Although the general area around Fagan Creek has slopes under one percent, Napa County's Conservation Regulations may call for a stream setback of 35 ft from the top of bank for construction projects. However, Fagan Creek, which is a perennial stream, is not on the list of creeks requiring setback in the county's *Implementation Guide - Water Quality and Tree Protection Ordinance*. In any case, no proposed development will occur in the 35-ft setback, and any setbacks from Fagan Creek that are mandated by the 2019 Napa County Water Quality and Tree Protection Ordinance (WQTPO) will be incorporated into the project's final design.

The eucalyptus and ornamental trees that will be removed by the Proposed Project are not included in the definition of "vegetation canopy cover" of the WQTPO. According to the WQTPO, "vegetation canopy cover" is defined as the biotic communities classified as oak woodland, riparian oak woodland, or coniferous forest based on the current *Manual of California Vegetation* and as described in the Napa County Baseline Data Report.

The airport is not located in a municipal watershed or in an Agricultural Watershed zoning district.

IV.f) No Impact. The Proposed Project is not located in an adopted conservation plan area.

V. Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

REGULATORY SETTING

A cultural resource may be considered significant at the federal, state, and/or local levels. There are varying criteria to be listed on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR).

Federal Regulations

National Register of Historic Places. The National Park Service administers the NRHP inventory, which is considered "an authoritative guide to be used by federal, state, and local governments, private groups, and citizens to identify the nation's cultural resources and to indicate what properties should be considered for protection from destruction or impairment" (36 CFR §60.2). To be eligible for listing in the NRHP, a resource must be significant in American history, architecture, archaeology, engineering, or culture. Districts, sites, buildings, structures, and objects of potential significance must also possess integrity of location, design, setting, materials, workmanship, feeling, and association.

A property is eligible for the NRHP if it is significant under one or more of the following criteria:

- It is associated with events that have made a significant contribution to the broad patterns of our history (Criterion A);
- It is associated with the lives of persons who are significant in our past (Criterion B);
- It embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction (Criterion C); and/or

- It has yielded, or may be likely to yield, information important in prehistory or history (Criterion D). Ordinarily, cemeteries, birthplaces, or graves of historic figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, and properties that are primarily commemorative in nature are not considered eligible for the NRHP unless they satisfy certain conditions. In general, a resource must be 50 years of age to be considered for the NRHP, unless it satisfies a standard of exceptional importance.

State Regulations

California Register of Historical Resources. Like the NRHP, the CRHR is an authoritative guide intended for use by state and local agencies, private groups, and citizens to identify historical resources, as well as to maintain listings of the state's historic resources and to indicate what properties are to be protected, to the extent prudent and feasible, from material impairment and substantial adverse change. The term "historical resources" includes a resource listed in, or determined to be eligible for listing in, the CRHR; a resource included in a local register of historic resources; and any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant (CEQA Guidelines §15064.5[a]). The criteria for listing properties in the CRHR were expressly developed in accordance with previously established criteria developed for listing in the NRHP.

According to PRC §5024.1(c)(1–4), a resource may be considered historically significant (i.e., it may be listed in the CRHR) if it retains integrity and meets at least one of the following criteria:

- Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage (Criterion 1);

- Is associated with the lives of persons important in our past (Criterion 2);

- Embodies the distinctive characteristics of a type, period, region or method of installation, or represents the work of an important creative individual, or possesses high artistic values (Criterion 3); or

- Has yielded, or may be likely to yield, information important in prehistory or history (Criterion 4).

Under CEQA, if an archaeological site is not a historical resource but meets the definition of a "unique archaeological resource" as defined in PRC §21083.2, then it should be treated in accordance with the provisions of that section. A "unique archaeological resource" is defined as follows:

> An archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

- Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information;

- Has a special and particular quality, such as being the oldest of its type or the best available example of its type; or

- Is directly associated with a scientifically recognized important prehistoric or historic event or person.

Resources that neither meet any of these criteria for listing on the CRHR nor qualify as a "unique archaeological resource" under CEQA PRC §21083.2 are viewed as not significant. Under CEQA, "A non-unique archaeological resource need be given no further consideration, other than the simple recording of its existence by the lead agency if it so elects" (PRC §21083.2[h]).

Local Regulations

Napa County General Plan. The General Plan addresses the cultural and historic resources in the Community Character Element under the subtitle "Cultural and Historic Resources." The General Plan defines cultural resources as "archaeological resources, whether they involve pre-historic or historic sites," while historic resources are "qualifying building and landscape elements, such as walls or bridges."

Cultural Resources Goals

Goal CC-4: Identify and preserve Napa County's irreplaceable cultural and historic resources for present and future generations to appreciate and enjoy.

Cultural Resources Policies

- Policy CC-26.5: When discretionary projects involve potential historic architectural resources, the County shall require an evaluation of the eligibility of the potential resources for inclusion in the NRHP and the CRHR by a qualified architectural historian. When historic architectural resources that are either listed in or determined eligible for inclusion in the NRHP or the CRHR are proposed for demolition or modification, the County shall require an evaluation of the proposal by a qualified preservation architect to determine whether it complies with the Secretary of the Interior's Standards for Preservation Projects. If the proposal is determined not to comply with the Secretary of the Interior's Standards, the preservation architect shall recommend modifications to the project design for consideration by the County and for consideration and possible implementation by the project proponent. These recommendations may include modification of the design, re-use of the structure, or avoidance of the structure.

IMPACT ANALYSIS

V.a) No Impact. What is now known as the Napa County Airport was originally constructed in 1942-1943 as the Napa Flight Strip for use as an emergency landing airfield for military aircraft on training flights.

The main taxiway and primary and crosswind runways were constructed in 1942 with federal funds on land owned by Napa County. In late 1945, after the end of the war, the War Department granted the airfield to Napa County for civil use, establishing the Napa County Airport. Prior to the opening of the airport, a survey and inventory were conducted by the U.S. Army to account for any existing buildings and facilities remaining at the airfield. According to this 1945 inventory, there were no buildings or facilities (no hangars, shops, etc.) or associated structures (such as towers) present at the time (SWCA 2020).

In the last 50 years, the Napa County Airport has consistently undergone repairs, renovations, expansions, and improvements. Most of these consisted of the construction or extension of new hangars, aprons, runways, and taxiways. The most recent renovations to the airport were the 2019 repaving of the runway and re-calibration of the runway call sign, establishing the newer, more accurate magnetic compass (SWCA 2020).

As per Policy CC-26.5 of the *Napa County General Plan*, an intensive-level pedestrian survey of the project area and archival research of eight buildings or structures planned for demolition were conducted by a qualified archaeologist and architectural historian, respectively. Seven of the eight may be at least 45 years of age; the last, No. 28, was constructed in 2004 (**Table 3**). However, neither the airport property as a whole nor the individual buildings appear to be eligible for listing in the NRHP and the CRHR under Criteria A/1, B/2, C/3, and D/4, respectively (SWCA 2020).

V.b-c) Less than Significant Impact. The Proposed Project will occur within developed portions of the existing airport and does not have the potential to cause substantial adverse changes to archaeological resources or human remains. An intensive pedestrian archaeological survey of the project study area was conducted by a qualified archaeologist in May 2020. No archaeological resources were identified within the study area as a result of the pedestrian field survey. In addition, a records search at the Northwest Information Center (NWIC) at Sonoma State University, which is the local California Historical Resources Information System (CHRIS) repository, was conducted. The records search revealed that the entire study area had been previously subjected to cultural resources study and that no previously identified archaeological resources are within the study area (SWCA 2020).

Avoidance and Minimization Measures

Although most of the project site is covered with pavement or structures so the soil under the pavement cannot be inspected for unknown cultural resources, these areas have been previously disturbed by airport development and, thus, significant cultural resources are not anticipated to be impacted. However, per federal and state regulations, the airport will require the contractor to follow standard protocols for the discovery of unanticipated cultural resources, if needed.

- If any buried and/or previously unidentified cultural materials are encountered during project construction, work shall cease immediately at that location and the Airport shall notify both the FAA and the State Historic Preservation Officer as soon as possible to determine an appropriate course of action.

VI. Energy

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Regulatory Setting

State Regulations

State Renewable Energy Goal. In 2002, the state established its Renewables Portfolio Standards (RPS) Program (Senate Bill [SB] 1078), with a goal to increase renewable energy use in the state's electricity mix to 20 percent of retail sales by 2017. Over the years since this RPS Program was put into place, various governors have signed several reiterations and goals. In September 2018, Governor Brown updated the RPS Program requiring 60 percent of retail sales from renewable resources by 2030, and 100 percent by 2045 (SB 100).

Local Regulations

Napa County General Plan. The General Plan addresses energy conservation goals and policies in the Conservation Element under subsection "Climate Protection and Sustainable Practices for Environmental Health Goals and Policies."

Climate Protection and Sustainable Practices for Environmental Health Goals

Goal CON-16: Promote the economic and environmental health of Napa County by conserving energy, increasing the efficiency of energy use, and producing renewable energy locally.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-67: The County shall promote and encourage "green building" design, development, and construction through the achievement of Leadership in Energy and Environmental Design (LEED) standards set by the U.S. Green Building Council, the Green Point Rated system standards set by Builditgreen.org, or equivalent programs. Actions in support of this policy shall include:

  - Audit current County practices to assess opportunities and barriers to implementation of current sustainable practices.
  - Amend the County Code as necessary to remove barriers to and encourage "green" construction.
  - Develop new County buildings as "green buildings," utilizing sustainable construction and practices.
  - Encourage all new large development projects and major renovation of existing facilities to be based on Green Building Council standards utilizing sustainable construction and practices to achieve a minimum LEED rating of Silver, or comparable level on the Green Point Rated system per standards set by Builditgreen.org or other comparable updated rating systems.
  - Support state and federal incentive programs that offer rebates and cost sharing related to the implementation of "green building" standards and LEED certification.

IMPACT ANALYSIS

VI.a-b) Less Than Significant Impact. The Proposed Project will not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation nor will it conflict with or obstruct a state or local plan for renewable energy or energy efficiency. During construction, energy use will result from the operation of on-road and off-road equipment and vehicles. On-road sources of energy consumption include the fuel consumption from: construction workers driving to and from the airport; delivery vehicles transporting materials to and from the airport; earth removal activities both on and off the airport; and construction debris removal (i.e., solid waste hauled off the airport). Off-road sources of energy consumption include the fuel consumption for equipment during each phase of construction.

Construction of each phase will be completed in the most efficient way possible to reduce unnecessary energy consumption. As previously discussed in Section III. Air Quality, *In-Use Off-Road Diesel-Fueled Fleets Regulations* (CARB 2016) applies to all self-propelled off-road vehicles that are 25 hp or more, as well as most two-engine vehicles.

Based on the CalEEMod outputs in the air quality analysis for this IS, the Proposed Project will require an estimated 799,046 kilowatt hours (kWh) per year of electricity and 2,622,065 kilo-British thermal units of natural gas (kBTU) per year once the project is completed and operational (**Table 15**). This estimate is based on the net increase (in square feet) of the new FBO development space and restaurant, and the energy required to light, heat, cool, and provide energy sources for other building functions.

TABLE 15
Estimated Annual Operational Energy Use (without energy efficiency measures)

Project Component	Electricity Use (kWh/yr)	Natural Gas (kBTU/yr)
Redevelopment Phase (operational 2022)	799,046	2,622,065
Apron Reconstruction (operational 2023)	0	0
TOTAL	**799,046**	**2,622,065**

Source: CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis)
kWh/yr = kilowatt hour per year
kBTU/yr = kilo-British thermal unit per year

LEED certification per Policy CON-67 is not typically applied to airport hangars. However, per Goal CON-16, as well as CCR, Title 24, part 11, all new buildings will be constructed to meet the California Green Building Standards Code (CALGreen). CALGreen includes mandatory measures for nonresidential development in a variety of categories, one of which relates to materials conservation and resource efficiency. CCR, Title 24, part 6 building regulations will apply to all new development or redevelopment, including: compliance with American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) 90.1 national standards; efficiency requirements for elevators and digital controls; and energy efficiency measures pertaining to building envelopes, mechanical systems, lighting (indoor, outdoor, and signage), electrical power distribution, and solar readiness.

VII. Geology and Soils

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks of life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐

Regulatory Setting

State Regulations

California Earthquake Hazards Reduction Act. The *California Earthquake Hazards Reduction Act* was enacted to address California's susceptibility to earthquakes through mitigation, preparedness, response,

and recovery. The risk of life and property is especially significant near the San Andreas fault, where rapid growth and population increases have occurred in the state's largest urban centers. Earthquake hazard reduction measures include, but are not limited to, improving design and construction methods and practices, implementing land use and redevelopment planning, and improving emergency response and management systems.

Local Regulations

Napa County General Plan. Seismic and geologic hazards are addressed in the Safety (SAF) Element of the General Plan. The nearest active fault is the West Napa Fault, an Alquist-Priolo fault line. This fault line is oriented in a north/south manner across airport property, starting just north of the airport traversing south into the City of American Canyon.

Per the General Plan, seismic-related concerns (including liquefaction and subsidence) are considered a substantial risk for the airport and the Proposed Project area. The airport and Proposed Project area have the potential to be affected by significant seismic events from the following major regional fault systems:

- West Napa Fault
- Rodgers Creek Fault
- Green Valley Fault
- Northern Hayward Fault
- San Andreas Fault

Applicable goals and policies of the Safety Element include:

Safety Goals

Goal SAF-2: To the extent reasonable, protect residents and businesses in the unincorporated area from hazards created by earthquakes, landslides, and other geologic hazards.

Safety Policies

- Policy SAF-8: Consistent with County ordinances, require a geotechnical study for new projects and modifications of existing projects or structures located in or near known geologic hazard areas, and restrict new development atop or astride identified active seismic faults in order to prevent catastrophic damage caused by movement along the fault. Geologic studies shall identify site design (such as setbacks from active faults and avoidance of on-site soil-geologic conditions that could become unstable or fail during a seismic event) and structural measures to prevent injury, death and catastrophic damage to structures and infrastructure improvements (such as pipelines, roadways and water surface impoundments not subject to regulation by the Division of Safety of Dams of the California Department of Water Resources) from seismic events or failure from other natural circumstances.

Napa County Code – Chapter 18, Conservation Regulations. No earthmoving activity, grading, improvement, or construction of a structure for nonagricultural uses is permitted to start until the Proposed Project complies with the NPDES program. Other factors to consider include:

- The site is to be developed in phases of "workable size" that can be completed in a single construction season.

- Vegetation removal is to be limited to the least amount of vegetation required to accommodate the project, and if in compliance with the NPDES program. No adverse impact to threatened or endangered plant or animal habitats are permitted.

- Temporary vegetative control measures are permitted while permanent vegetation is growing to stabilize the soil.

- When a building permit is required, erosion control measures must be in place prior to the issuance of the permit, and those erosion control measures must be maintained throughout the project.

- Grading and earthmoving activities on slopes greater than five percent are only permitted between April 1 and October 15.

Napa County Operational Area Hazard Mitigation Plan (2013 Update). The *Napa County Operational Area Hazards Mitigation Plan* (NCOAHM) is a multi-jurisdictional plan to reduce and eliminate future loss of life and property which could result from a natural disaster. Originally drafted in 2004, and later updated in 2013, the NCOAHM profiled hazards common to Napa County, and set out how to address, respond, and mitigate them. Such hazards facing the county include flooding, fires, earthquakes, and landslides. The goals of the plan include:

- Protect life and property
- Ensure emergency services are available to respond to disasters
- Increase public awareness and understanding of mitigation efforts
- Protect critical infrastructure and community assets
- Strengthen communication
- Promote resiliency and a sustainable economy

According to the NCOAHM, earthquakes pose a moderate risk to the county. According to the NCOAHM plan, the West Napa Fault line poses the greatest threat to the county. Although the region is susceptible to seismic activity, great efforts have been made over the past 20 years to decrease the likelihood of loss of life and property with actions such as the passing of the Seismic Retrofit Ordinance and 2010 California Uniform Building and Fire Codes.

As of the date of this Initial Study, the NCOAHM is in the process of being updated.

IMPACT ANALYSIS

VII.a-f) Less than Significant Impact. As previously stated, the airport is within a known earthquake active fault zone. According to the California Geological Survey (CDC website 2020), the West Napa Fault is located on airport property and is considered an Alquist-Priolo Special Fault Study zone (**Exhibit 12**). However, the Proposed Project is not located within the West Napa Fault line, and the scope of work for the Proposed Project does not include significant drilling, boring, or blasting which will impact or agitate the fault line. By law, all structures, including FBO buildings and hangars, must be constructed to the appropriate building standards. Thus, Less than Significant impacts related to earthquakes and ground-shaking concerns would occur.

In addition, soil-related issues will be Less than Significant for the following reasons:

- The project area has little risk for soil erosion since the airport is located on moderately level ground. In addition, during construction activities best management practices, such as erosion and sediment control outlined in FAA Advisory Circular (AC) 150/5370-10H, *Standard Specifications for Construction of Airports*, Item C-102, *Temporary Air and Water Pollution, Soil Erosion and Siltation Control* (FAA 2018a), will be implemented.

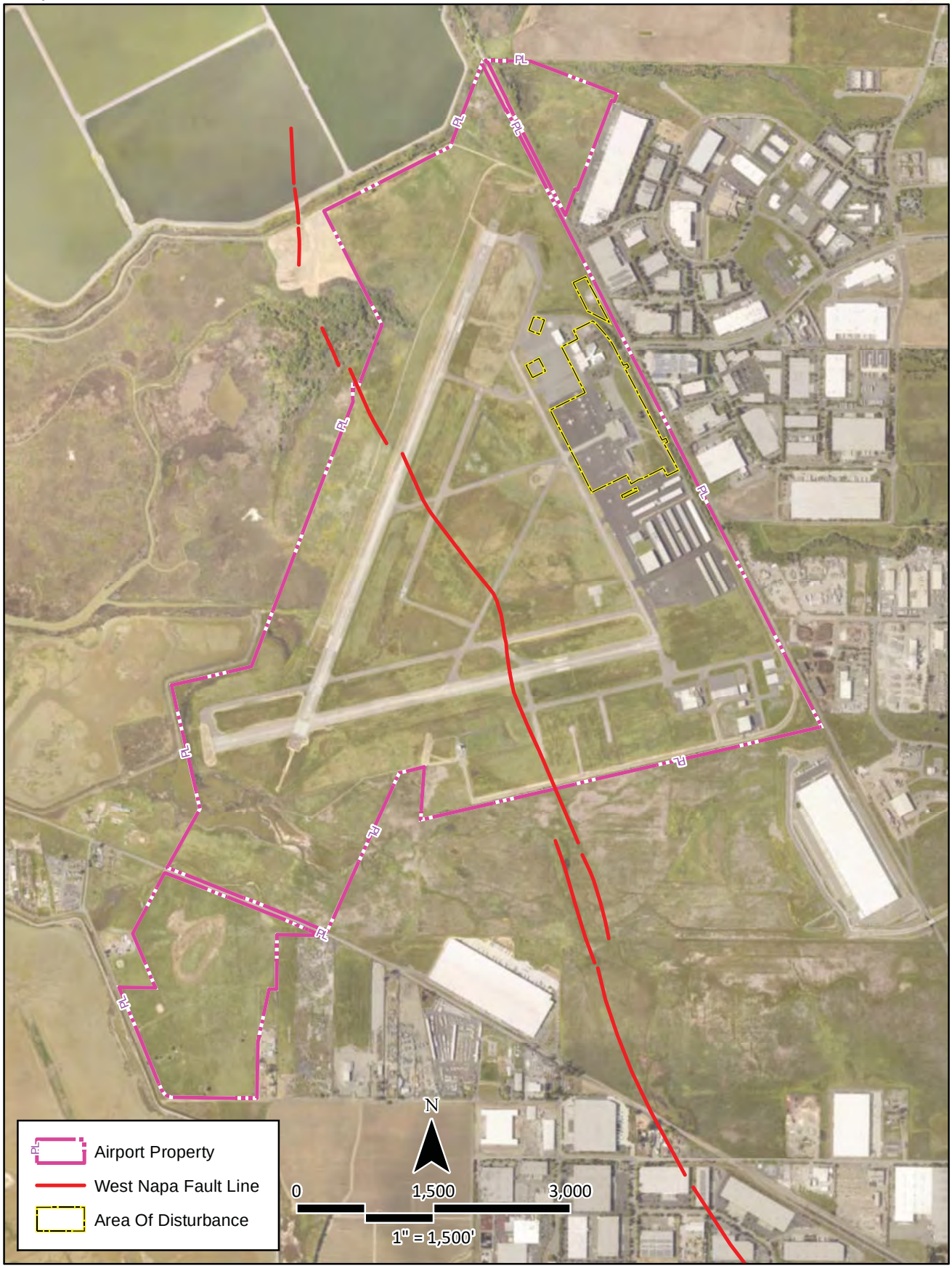
- The project location is not located on unstable soil or soil that will be unstable as a result of the project. The project is located within an existing airfield, in service since the 1940s, which is relatively level.

- The Proposed Project is not located on expansive soil. Soils on airport property are loamy in nature, which is typically well-drained soil and not subject to expansion. According to the USDA-NRCS Web Soil Survey (USDA-NRCS website 2020), loam soil is defined as soil material that is 7 to 27 percent clay particles, 28 to 50 percent silt particles, and less than 52 percent sand particles.

- No septic tanks are proposed with this project.

- This Proposed Project will not affect any unique paleontological resource/site or unique geologic feature. All project areas have been previously disturbed by airport use and construction.

The Proposed Project will comply with General Plan Policy SAF-8 and Chapter 18, "Conservation Regulations."



Source: ESRI Basemap Imagery (2018), USGS.

VIII. Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Regulatory Setting

Federal Regulations

There are not widely established or readily accepted thresholds of significance for greenhouse gases (GHG) emissions for airport-related projects. As outlined in FAA's *Aviation Emissions and Air Quality Handbook* (FAA 2015: p. 15), "GHG emissions associated with aviation are principally in the form of carbon dioxide (CO_2) and are generated by aircraft, auxiliary power units (APUs), ground service equipment (GSE), motor vehicles, and an assortment of stationary sources. For the most part, CO_2 emissions from these sources arise from the combustion of fossil fuels (e.g., jet fuel, Avgas, diesel, gasoline, compressed natural gas [CNG]) and are emitted as by-products contained in engine exhausts. Other GHGs associated with airport operations include methane (CH_4) and nitrous oxide (N_2O), water vapor (H_2O), soot, and sulfates - but are emitted by airports to a far lesser extent than CO_2. Emissions of HFCs (hydrofluorocarbons), PFCs (perfluorinated chemicals), and SF_6 (sulfur hexafluoride) are commonly linked with refrigeration, air conditioning, and other coolants."

In terms of U.S. contributions, the U.S. Government Accountability Office (GAO) reports that "domestic aviation contributes about 3 percent of total carbon dioxide emissions, according to EPA data," compared with other industrial sources, including the remainder of the transportation sector (20 percent) and power generation (41 percent) (U.S. GAO 2009). The International Civil Aviation Organization (ICAO) also estimates that GHG emissions from aircraft account for roughly three percent of all anthropogenic GHG emissions globally (ICAO 2010).

State Regulations

State GHG Reduction Targets. Executive Order (E.O.) S-3-05, signed on June 1, 2005, established state GHG emissions reduction targets and created a coordination and monitoring process involving the Secretary of the California Environmental Protection Agency (CalEPA) and heads of other state agencies to meet the reduction targets. The identified statewide reduction targets include reducing GHG emissions to 1990 levels by 2020 and reducing GHG emissions to 80 percent below 1990 levels by 2050.

The *California Global Warming Solutions Act of 2006* (AB 32) established a statewide cap on GHG emissions in 2020, based on 1990 levels, to ensure that the provisions of E.O. S-3-05 are met. AB 32 required CARB to prepare a scoping plan to outline an approach to reduce GHG emissions in California to meet this goal. CARB approved the first scoping plan in 2008, which was updated in 2013.

On September 8, 2016, the California Governor signed SB 32 into law, extending AB 32 by requiring the state to further reduce GHGs to 40 percent below 1990 levels by 2030. SB 32 is intended, in part, to put the state on the right track to achieve the 2050 reduction target set forth in E.O. S-3-05. SB 32 requires CARB to develop technologically feasible and cost-effective regulations to achieve the targeted 40 percent GHG emissions reduction.

The *Sustainable Communities and Climate Protection Act of 2008* (SB 375). SB 375 requires CARB to set regional targets for GHG emissions reduction through regional transportation, housing, and land use planning. Under SB 375, in 2010 CARB set GHG reduction targets for 2020 and 2035 for all major California metropolitan areas. In 2018, these reduction targets were updated, but maintained the timeline set in 2010. Each metropolitan region is also required to prepare a Sustainable Communities Strategy (SCS) which incorporates transportation, housing, and land use planning strategies to reduce local GHG emissions. Napa County falls under the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC) regional planning agencies. **Table 16** below highlights CARB's regional planned GHG reduction targets for the San Francisco Bay area (which includes Napa County in its regional reduction targets).[14]

TABLE 16
San Francisco Bay Area Regional Greenhouse Gas Reduction Targets[a]

	2020	2035
MTC/ABAG	-10%	-19%

Source: CARB website 2020c
[a] Target GHG reduction updated as of October 1, 2018
MTC = Metropolitan Transportation Commission
ABAG = Association of Bay Area Governments

California's 2017 Climate Change Scoping Plan: The Strategy for Achieving California's 2030 Greenhouse Gas Target (Scoping Plan). CARB adopted this Scoping Plan in late 2017, which calls for emissions reductions at the state level that meet or exceed the statewide 2030 GHG target, and notes that additional effort will be needed to maintain and continue GHG reductions to meet both the 2030 and long-term (2050) targets. Goals and policies for the transportation sector include transitioning the state's transportation system to one powered by zero emission vehicles and reducing GHGs for all vehicles (light-duty as well as medium- and heavy-duty vehicles). Reductions in vehicle miles traveled (VMT) is to be achieved, in part, by continued implementation of the *Sustainable Communities and Climate Protection Program of 2008* (SB 375) (CARB 2017).

[14] Regional greenhouse gas emissions reduction targets were approved by CARB at the September 23, 2010 and March 22, 2018 Board Hearings (CARB website 2019c).

Regional and Local Regulations

Bay Area Air Quality Management District. In May 2017, the BAAQMD published *CEQA Air Quality Guidelines* (Guidelines) to aid lead agencies to evaluate air quality impacts of their projects and plans within the SFBAAB (BAAQMD 2017a). These Guidelines are in place to provide BAAQMD-recommended procedures to evaluate a CEQA-consistent evaluation of a project's air quality impacts during the environmental review process. (Note: The Guidelines are undergoing revision at this time.)

The current BAAQMD thresholds are outlined in **Table 17**. If a project generates GHG emissions above the threshold level, then the project will be considered to substantially contribute to a cumulative impact and will be deemed significant.

TABLE 17
Greenhouse Gas Thresholds of Significance for Land Use Development
Bay Area Air Quality Management District

Criterial Pollutant on a Project Level	Construction-Related	Operational-Related
GHGs for land use development projects	None	1,100 MT of CO_2e/year

Source: BAAQMD 2017a, Table 2-1.
MT = metric tons
CO_2e = carbon dioxide equivalent

Plan Bay Area 2040. The *Plan Bay Area 2040* (Plan 2040) is the regional response to the state-mandated transportation and regional sustainable community strategy plan (see SB 375 above), drafted in cooperation by the MTC and ABAG. Plan 2040 outlines the long-term GHG reduction strategies set by CARB for the Bay Area metropolitan region. Plan 2040 provides policies to comply with 2010 CARB GHG-reduction targets by reducing per-capita CO_2 emissions by 15 percent from passenger vehicles and light-duty trucks (then-CARB GHG-reduction targets were 7 percent and 15 percent for 2020 and 2035, respectively). While Plan 2040 does not comply with current GHG-reduction targets established by CARB in 2018, an update of the plan (*Plan Bay Area 2050*) is in process by MTC and ABAG to address updated GHG-emission reduction targets and is scheduled to be adopted in 2021.

Vision 2040: Moving Napa Forward. The *Vision 2040: Moving Napa Forward* (Vison 2040) plan is a 25-year transportation planning effort originally approved in 2015. Vision 2040 delineates concerns, goals, and objectives relating to transportation and financially related issues to plan future projects to improve the county transportation system.

SB 375, as previously discussed, requires regional planning agencies to establish procedures to reduce GHG emissions as part of the transportation planning process. The GHG-related goal and supporting objectives outlined in Vision 2040 include:

Goal 5: Minimize the energy and other resources required to move people and goods.

Objectives

1. Prioritize projects that will reduce GHGs.
3. Reduce the growth of automobile vehicle miles traveled (VMT) by shifting trips to other modes.
5. Invest in improvement to the transportation network that serve land use, consistent with SB 375.

Napa County General Plan. The Napa County Planning Department has been under a multi-year, multi-jurisdictional process of drafting a countywide Climate Action Plan (CAP) and has undergone multiple public meetings and revisions. At this time, the county has implemented a Voluntary Best Management Practice Checklist for Development Projects, which aims at lowering GHG during the construction process.

Climate and GHG goals and policies can also be found in the Conservation Element of the General Plan under the subheading of "Climate Protection and Sustainable Practices for Environmental Health Policies."

Climate Protection and Sustainable Practices for Environmental Health Goals

Goal CON-15: Reduce emissions of local greenhouse gases that contribute to climate change.

Goal CON-17: Reduce air pollution and reduce local contributions to regional air quality problems, achieving and maintaining air quality in Napa County which meets or exceeds state and federal standards.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-65: The County shall support efforts to reduce and offset greenhouse gas emissions and strive to maintain and enhance the County's current level of carbon sequestration functions through the following measures:

  - Consider GHG emissions in the review of discretionary projects. Consideration may include an inventory of GHG emissions produced by the traffic expected to be generated by the project, any changes in carbon sequestration capacities caused by the project, and anticipated fuel needs generated by building heating, cooling, lighting systems, manufacturing, or commercial activities on the premises. Projects shall consider methods to reduce GHG emissions and incorporate permanent and verifiable emission offsets.

- Policy CON-77: All new discretionary projects shall be evaluated to determine potential significant project-specific air quality impacts and shall be required to incorporate appropriate design, construction, and operational features to reduce emissions of criteria pollutants regulated by the state and federal governments below the applicable significance standard(s) or implement alternate and equally effective mitigation strategies consistent with BAAQMD's air quality improvement programs to reduce emissions.

IMPACT ANALYSIS

VIII.a) Less Than Significant Impact. The Proposed Project will temporarily generate GHG emissions during the construction phases. Once the Proposed Project is constructed, the generation of project-related GHGs will be associated with utilities needed to operate the FBOs, lighting, and fuel combustion from vehicular or aircraft operations associated with the Proposed Project.

Temporary Construction GHGs. Estimated project construction GHGs have been modeled using CalEE-Mod. The resulting reports are on file with the airport. The information presented in **Table 18** identifies the total project-related GHGs (in metric tons per year [MT/yr]) calculated by CalEEMod for each GHG per calendar year of construction. These amounts are then multiplied by the global warming potential (GWP) for each GHG to determine the final carbon dioxide equivalent (CO_2e) total for that calendar year. (CO_2e factors in the individual GWPs for CO_2, CH_4, and N_2O. This allows the computation of overall global warming impacts by accounting for how much energy the emissions of one ton of a particular gas would absorb over a given period of time compared to the emissions of one ton of CO_2.)

As shown in the table, the first year of construction (2021), which is expected to produce the greatest amount of CO_2e, could result in approximately 390.5 MT of CO_2e. The second year of construction (2022) is anticipated to produce approximately 301.4 MT of CO_2e, followed by an estimated 122.2 MT of CO_2e in the third year of construction (2023). These are temporary GHG impacts. Construction activity is assumed to occur throughout the state and/or individual regions and are not generally included in the overall GHG goals of the state. BAAQMD does not mandate a CO_2e threshold for construction-related activities on land use development projects.

TABLE 18
Estimated Project Construction-Related Greenhouse Gas (GHG) Emissions (Metric Tons per Year)

Phase	CO_2	CH_4	N_2O	Total CO_2e[a]
GWP	**1**	**36**	**298**	
Year 2021				
Airport Redevelopment	383.3	0.1	0.0	
2021 Total CO_2e	***383.3***	***7.2***	***0.0***	***390.5***
Year 2022				
Airport Redevelopment	294.2	0.1	0.0	
2022 Total CO_2e	***294.2***	***7.2***	***0.0***	***301.4***
Year 2023				
Apron Reconstruction	122.2	<0.0	0.0	
2023 Total CO_2e	***122.2***	***0.0***	***0.0***	***122.2***

Source: CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis); U.S. EPA website 2020c
[a] CO_2e totals account for the GWP of each GHG. Final CO_2e numbers may differ slightly from those shown in the reports generated by CalEEMod, due to rounding of numbers.
CO_2e = carbon dioxide equivalent
GWP = global warming potential

Long-Term Operational GHGs. **Table 19** illustrates the total net annual GHG emissions from the project once fully operational. Each phase of the Proposed Project was individually modeled through CalEEMod as it becomes operational. At full buildout, all the individual elements of the project are summed for a total annual GHG emission output for the project.

The Proposed Project's net operational GHG emissions are estimated to be 821.0 MT/yr once the project is completely occupied and functional. However, it should be noted that CalEEMod does not have a land use for general aviation airport FBOs. (See also discussion under Section III, Air Quality.) Therefore, a "Light Industrial" land use was substituted for the airport FBOs and maintenance/operations building in the CalEEMod program. Another 1,100 square feet of "Quality Restaurant" was also included in the model to account for the proposed net increase in this type of land use due to the Proposed Project. While considered acceptable proxies for the energy needs of the new building space (and thus associated GHG emissions), these default CalEEMod land uses are not good proxies for the number of new employees, overall vehicular trips, and associated VMT. Because much of the Proposed Project's activity will occur via aircraft, those mobile GHG sources were modeled separately; the default CalEEMod values for vehicular trips were reduced by 50 percent.

TABLE 19
Estimated Project Non-Aircraft Operational Greenhouse Gas (GHG) Emissions (Metric Tons per Year)

Phase	CO_2	CH_4	N_2O	Total CO_2e[a]
GWP	**1**	**36**	**298**	
Airport Redevelopment (operational 2022)	745.4	2.1	<0.0	
Total CO_2e	***745.4***	***75.6***	***<0.0***	***821.0***
Apron Reconstruction (operational 2023)	<0.0	<0.0	0.0	
Total CO_2e	***<0.0***	***<0.0***	***0.0***	***<0.0***
Proposed Project Total CO_2e	***745.4***	***75.6***	***<0.0***	***821.0***

Source: CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis); U.S. EPA website 2020c
[a] CO_2e totals account for the GWP of each GHG. Final CO_2e numbers may differ slightly from those shown in the reports generated by CalEEMod, due to rounding of numbers.
CO_2e = carbon dioxide equivalent
GWP = global warming potential

Aircraft-Related Operational Emissions. **Table 20** summarizes the operational aircraft-related GHG emissions calculated for the existing condition and a future scenario with the Proposed Project. The AEDT modeling software was employed to determine the GHG output for aircraft operations under existing conditions and in the future with the Proposed Project. (See the discussion under Section III, Air Quality regarding the AEDT model.) As noted in **Table 20**, future aircraft operational GHG emissions with the Proposed Project are estimated to be 2,303.5 CO_2e for a net increase of 201.8 MT/yr.

TABLE 20
Estimated Project Aircraft Operational Greenhouse Gas (GHG) Emissions (Metric Tons per Year)

	CO_2	CH_4	N_2O	Total CO_2e[a]
Existing Condition (2020)	2,101.7	-	-	2,101.7
Future with Proposed Project (2023)	2,303.5	-	-	2,303.5
Net Change in Aircraft GHG Emissions [a]	***201.8***			***201.8***

Sources: AEDT (Coffman Associates, Inc. analysis)
NOTE: AEDT does not calculate CH_4 or N_2O emissions.
[a] As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase isolates those emissions directly associated with the Proposed Project.

Table 21 combines the net increase in aircraft operational GHG emissions anticipated due to the Proposed Project (**Table 20**) with the non-aircraft related net operational emissions identified in **Table 19**. These two values (net aircraft GHG emissions and other operational GHG emissions) are combined for the total Proposed Project operational GHG emissions value for comparison to the BAAQMD thresholds. As shown in the table, based on the results of the GHG emissions modeling, all operational GHG emissions will be below the BAAQMD thresholds. Operational GHG impacts of the Proposed Project are Less than Significant, and no mitigation measures are necessary.

TABLE 21
Total Net Operational Greenhouse Gas (GHG) Emissions (Metric Tons per Year)

Pollutant	CO_2	CH_4	N_2O	Total CO_2e[a]
BAAQMD Thresholds	N/A	N/A	N/A	***1,100***
Proposed Project Other Operational GHG Emissions (area, vehicular, and energy)	745.4	75.6	<0.0	821.0
Proposed Project Aircraft Net GHG Emissions[a]	201.8	--	--	201.8
Total Proposed Project Operational GHG Emissions	**947.2**	**75.6**	<0.0	**1,022.8**
Exceeds Threshold	***N/A***	***N/A***	***N/A***	***NO***

Source: AEDT, CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis)
[a] As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase isolates those GHG emissions directly associated with the Proposed Project.
N/A = not applicable

VIII.b) Less Than Significant Impact. The Proposed Project will be consistent with the county's General Plan Policy CON-65 to reduce and offset GHG emissions by conducting a review of GHG emissions for all county discretionary projects. The purpose of the Proposed Project is to expand and reconfigure landside facilities and a connected airside aircraft apron area to meet current and forecast needs at the airport and will not introduce a new land use into the county that increases VMT or aircraft operations beyond what has been previously assumed in regional or statewide land use scenarios for purposes of estimating GHGs.

IX. Hazard and Hazardous Materials

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☒

REGULATORY SETTING

Federal Regulations

Clean Air Act (CAA). The air toxin provision of the CAA gives authority to the U.S. EPA to develop and enforce regulations to protect the public health from exposure to airborne contaminants that are known to be hazardous to human health. Per Section 112 of the CAA, U.S. EPA establishes National Emission Standards for Hazardous Air Pollutants (NESHAP), which include both asbestos and lead. These air toxin

regulations specify work practices that must be followed during building demolition and/or renovations. Local regulations, including Napa County Environmental Health Division (lead-based paint) and BAAQMD under Regulation 11 (asbestos), enforce NESHAP.

Toxic Substances Control Act (TSCA). Under TSCA, U.S. EPA has broad authority to issue regulation designed to gather health/safety and exposure information on, require testing of, and control exposure to chemical substances and mixtures. TSCA gives U.S. EPA authority to take specific measures to assess chemical substances and mixtures and protect against unreasonable risks to human health and the environment from existing chemicals. TSCA addresses the production, importation, use, and disposal of specific chemicals, including polychlorinated biphenyls (PCBs), asbestos, radon, and lead-based paint.

Resource Conservation and Recovery Act (RCRA). RCRA protects communities and resource conservation through regulations, guidance, and policies that ensure the safe management and cleanup of solid and hazardous waste, and programs that encourage source reduction and beneficial reuse. RCRA is best known for developing a comprehensive system and federal/state infrastructure to manage hazardous waste from "cradle-to-grave."

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)/Superfund. The CERCLA, also known as Superfund, was passed by Congress in 1980. This law is responsible for cleaning up some of the nation's most contaminated land and responding to environmental emergencies, oil spills, and natural disasters. The Superfund program allows U.S. EPA to clean up contaminated sites and forces parties responsible for the contamination to either perform cleanups or reimburse the government for U.S. EPA-led cleanup work. When there is no definitive responsible party, Superfund gives the U.S. EPA the funding and authority needed to clean up contaminated sites.

State Regulations

Founded in 1991, CalEPA became the single state environmental authority in a single cabinet-level agency under the governor. CalEPA oversees CARB, State Water Resources Control Board (State Water Board) and its regional water quality control boards (RWQCBs), CalRecycle, California Department of Toxic Substance Control (DTSC), Office of Environmental Hazard Assessment, and Department of Pesticide Regulation. These agencies work together for the protection of human health and the environment and to ensure effective use of these resources.

Hazardous Waste Control Law. The California Legislature declared that in order to protect the public health and the environment and to conserve natural resources, it was in the public interest to establish regulations and incentives to ensure that the generators of hazardous waste employ technology and management practices for the safe handling, treatment, recycling, and destruction of their hazardous wastes prior to disposal. Counties are required to prepare solid waste management plans for all waste disposal within each county and for all waste originating in each county, which is administered by a seven-member committee. The *Hazardous Waste Control Law* is similar to RCRA; however, it is more stringent.

Carpenter-Presley-Tanner Hazardous Substance Account Act (HSAA). The intent of the HSAA is to establish a program to provide for response authority for releases of hazardous substances, including spills and hazardous waste disposal sites that pose a threat to the public health or the environment. Similar to the federal Superfund program, HSAA authorizes the state to clean up sites that do not qualify for cleanup under CERCLA. HSAA also provides funding to the state to pay for its required share of CERCLA costs and provides compensation to persons injured by exposure to hazardous substances.

Aboveground Petroleum Storage Act (APSA). APSA (California Public Code 25270) was originally passed in 1989 regulating tank facilities with an aggregate storage capacity of 1,320 gallons or more of petroleum[15] in aboveground storage tanks (ASTs) with an individual tank capacity equal to or greater than 55 gallons. APSA also regulates tank facilities less than 1,320 gallons if underground storage tanks (USTs) are also present with a tank capacity of 55 gallons or more. However, in this circumstance, only the USTs are subject to inspections under APSA.

APSA (as well as federal law [40 CFR Part 112]) requires owners and operators of an AST (or USTs subject to this Act) facility to prepare a spill prevention control and countermeasure (SPCC) plan outlining good engineering practices to prevent petroleum releases. Facilities under the APSA are subject to inspection every three years by the local program agency. In the event of a spill, the owner/operator of the tank facility is required to notify the local program agency within 24 hours of the spill.

Local Regulations

Napa County General Plan. Goals and policies regarding hazardous materials are addressed in the Safety and Conservation Elements of the General Plan. The purpose of this section of the General Plan is to identify the natural and man-made public health and safety hazards that exist within the county, and to establish preventative and responsive objectives and policies to mitigate potential impacts.

Safety Goals

Goal SAF-5: To protect residents and businesses from hazards caused by human activities.

Safety Policies

- Policy SAF-30: Potential hazards resulting from the release of liquids (wine, water, petroleum products, etc.) from the possible rupture or collapse of aboveground tanks should be considered as part of the review and permitting of these projects.

- Policy SAF-31: All development projects proposed on sites that are suspected or known to be contaminated by hazardous materials and/or are identified in a hazardous material/ waste search shall be reviewed, tested, and remediated for potential hazardous materials in accordance with all local, state, and federal regulations.

[15] The APSA defines petroleum products as "crude oil, or a fraction thereof, that is liquid at 60 degrees Fahrenheit and 14.7 pounds per square inch absolute pressure." Examples include crude oil, gasoline, diesel, biofuel blends, motor oil, and use oil. Liquified petroleum gas or propane, liquified natural gas, hot mix asphalt, and asphalt cement do not quality as a petroleum product under the APSA.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-82: The County shall require applicants seeking demolition permits to demonstrate compliance with any applicable BAAQMD requirements, particularly those related to asbestos-containing materials (ACMs) and exposure to lead paint.

IMPACT ANALYSIS

IX.a) Less Than Significant Impact. The Proposed Project will not introduce new, hazardous activity at the airport. Although airport operations may involve the transport of hazardous materials (also called "dangerous goods" by the airline industry) and the use of fuel, oil, and other petroleum-based products, these operations will continue to occur at the airport under established guidelines with or without the Proposed Project.

During the construction phase, the project's staging areas will most likely include the use of ASTs and other temporary facilities to store fuel, oil, and other petroleum-based products. These temporary facilities will be in accordance with applicable rules, regulations, and procedures governing their use. Typical construction BMPs include placing catch basins beneath construction equipment during the fueling process. This measure, as well as other industry standard BMPs, will ensure that potential hazards to the public or the environment through the routine transport, use, or disposal of hazardous materials related to the Proposed Project are Less than Significant.

The relocated self-serve fuel facility on the apron and the expanded fuel farm adjacent to N. Airport Road will require the relocation and/or placement of ASTs. ASTs are subject to routine maintenance and are required to have permanent catchment measures under the tanks to ensure that in the event of a minor spill, the material is temporarily contained until the tank is repaired. The ASTs for the airport are required to comply with FAA AC 150/5230-4B, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports* and California Public Code 25270.

During the building demolition portion of the redevelopment phase, there is the potential for hazardous materials that could be released from demolishing older buildings, such as asbestos or lead-based paint, to become airborne. Any buildings constructed prior to 1978 (the year that lead-based paints were banned) may present the possibility of hazardous materials. However, due to existing regulations, the Proposed Project will be consistent with the county's General Plan Policy CON-82 regarding asbestos-containing material and lead-based paint exposure and Safety Goal SAF-5 and Policies SAF-30 and SAF-31.

Avoidance and Minimization Measures

- The relocated self-serve facility, as well as future expansion of the airport's fuel farm, will be required to implement an appropriate SPCC plan.

- Regulation 11 of BAAQMD will be implemented during demolition of buildings. Regulation 11 outlines the handling and reporting requirements for asbestos.

- Prior to the start of any demolition activities, a lead-based paint/lead containing paint abatement work practice plan will be prepared in compliance with federal, state, and local regulations for any necessary removal and disposal of these materials. The plan must contain the following (CCR, Title 8, § 1532.1[E], Lead – Methods of Compliance):

  - Protective work clothing and equipment;
  - Housekeeping practices;
  - Hygiene facilities, practices, and regulated areas; and
  - Applicable good work practices.

IX.b) No Impact. Potential hazards to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment are addressed by the Napa County Fire Department. The Napa County Fire Department operates a fire station less than one mile from airport and is able to quickly respond if a hazardous materials release occurs. No new hazards will be created as a result of the project.

IX.c) No Impact. No schools are located within 0.25 mile of the project location, which complies with *Napa County General Plan* Goal SAF -5.

IX.d) No Impact. The airport is not located on a site which has been reported for toxic releases, Superfund site, or on the Formerly Used Defense Site (FUDS) (USACE website 2020).

IX.e) Less Than Significant Impact. The Proposed Project will slightly alter the noise contours associated with the airport (see Section XIII, Noise). This minor change will not result in a significant safety hazard for people residing or working within two miles of the airport.

IX.f) No Impact. The Proposed Project will not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan.

IX.g) No Impact. The airport is not located within an area that has a high risk of wildland fires as mapped by the California Department of Forestry and Fire Protection on its Natural Hazard Disclosure Map for Napa County (CAL FIRE website 2020). According to the Napa County Environmental Mapping tool, the closest moderate- to high-risk area for wildland fires is approximately one mile east, across State Highway 29.

X. Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) Impede or redirect flood flows?	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

REGULATORY SETTING

Federal Regulations

Clean Water Act. The primary federal legislation to protect water resources is the CWA, which aims to restore and maintain the chemical, physical, and biological integrity of the nation's waters and to ensure all surface waters are swimmable and fishable. The CWA provides the legal framework for several water

quality regulations, including the NPDES, effluent limitations, water quality standards, pretreatment standards, anti-degradation policy, non-point source discharge programs, and wetlands protection.

Proposed activities are regulated through a permit review process. There are two basic types of NPDES permits: individual and general permits. An individual permit is a permit specifically tailored to an individual facility and would typically be required for point source discharges. A general permit covers multiple facilities within a specific category and may be written to cover categories of point sources that have common elements, such as stormwater sources or facilities that involve similar types of operations.

Section 401 of the CWA and its provisions ensure that federally permitted activities comply with the federal CWA and state water quality laws. Section 401 is implemented through a review process that is conducted by the California State Water Board and is triggered by the Section 404 permitting process.

FAA Advisory Circulars. FAA has established design standards for all drainage facilities located on an airport. These standards, as set forth in AC 150/5320-5D, *Airport Drainage Design,* must be followed for the design and construction of airport surface and subsurface drainage systems. Per FAA drainage design standards, as well as compliance with AC 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*, on-site stormwater is not allowed to be detained on an airport longer than 48 hours. AC 150/5370-10H, Item C-102, specifies BMPs to be implemented during the construction phase of projects to minimize air and water pollution.

State Regulations

Porter-Cologne Water Quality Control Act of 1967 (Porter-Cologne Act). State water resources are protected under the Porter-Cologne Act (Water Code §§13000, et seq.), also known as the California Water Code. This Act establishes the State Water Board and its RWQCBs, which work in concert with U.S. EPA to administer the NPDES permit program, including the regulation of stormwater (Section 402[p]). Under Section 13240 of the Porter-Cologne Act, each RWQCB must formulate and adopt water quality control plans, or basin plans, for all areas within the region. Napa County is in Region 25 - the San Francisco Bay RWQCB. The *Water Quality Control Plan for the San Francisco Bay Basin* (Basin Plan) (revised 2017) discusses how the quality of the surface and ground waters in the San Francisco Bay Region should be managed to provide the highest water quality reasonably possible. The Basin Plan lists the various water uses, and it describes the water quality which must be maintained to allow those uses.

The Porter-Cologne Act requires that a report of waste discharge (ROWD) be filed for any discharge of waste or proposals to discharge waste in any region, other than a community sewer system, which could affect the quality of the "waters of the state." If no potential effect on quality of waters of the state will occur, then no notification is required. However, the San Francisco Bay RWQCB encourages implementation of BMPs similar to those required for NPDES stormwater permits to protect water quality and beneficial uses of local surface water as provided in the Basin Plan.

Sustainable Groundwater Management Act (SGMA). In 2014, the Governor signed into law a three-bill package, composed of AB 1739, SB 1168, and SB 1319, collectively known as the *Sustainable Groundwater Management Act*, or SGMA, which sets the framework for sustainable groundwater management.

SGMA requires governments and local agencies of high and medium priority watersheds to halt over-draft and bring groundwater basins into balanced levels of pumping and recharge. Under SGMA, critical water basins should be sustainable within 20 years of implementing their sustainability plans.

Local Regulations

According to the U.S. EPA's Environmental Justice Screening and Mapping Tool (EJSCREEN), the Napa River, which is directly west of the airport, is listed as an impaired waterbody. Causes of impairment include nutrients, pathogens (in the form of fecal coliform and *Escherichia coli* [*E. coli*]), and sediment. To address pathogen impairment and restore the health of the Napa River, total maximum daily loads (TMDLs) were proposed in a 2008 report from the San Francisco Bay Region of the California Regional Water Quality Control Board, titled *Pathogens in the Napa River Watershed Total Maximum Daily Load*, which proposed implementation measures to restore river health. These measures, which are under the responsibility of different stakeholders, are designed to reduce pathogen loading in the river.

Napa County General Plan. Hydrology and water quality are addressed in several sections of the General Plan, such as the Conservation Element (under the subheading "Water Resources"). Applicable goals and policies regarding hydrology are addressed below.

Water Resource Goals

Goal CON-9: Control urban and rural storm water runoff and related non-point source pollutants, reducing to acceptable levels pollutant discharges from land-based activities throughout the county.

Water Resources Policies

- Policy CON-48: Proposed developments shall implement project-specific sediment and erosion control measures (e.g., erosion control plans and/or stormwater pollution prevention plans) that maintain pre-development sediment erosion conditions or at minimum comply with state water quality pollution control (i.e., Basin Plan) requirements and are protective of the County's sensitive domestic supply watersheds. Technical reports and/or erosion control plans that recommend site-specific erosion control measures shall meet the requirements of the County Code and provide detailed information regarding site-specific geologic, soil, and hydrologic conditions and how the proposed measure will function.

- Policy CON-50: The County will take appropriate steps to protect surface water quality and quantity, including the following:

    - Preserve riparian areas through adequate buffering and pursue retention, maintenance, and enhancement of existing native vegetation along all intermittent and perennial streams through existing stream setbacks in the County's Conservation Regulations.
    - Encourage flood control reduction projects to consider scenic, fish, wildlife, and other environmental benefits when computing costs of alternative methods of flood control.

- The County shall require discretionary projects to meet performance standards designed to ensure peak runoff in 2-, 10-, 50-, and 100-year events following development is not greater than predevelopment conditions.
- In conformance with NPDES requirements, prohibit grading and excavation unless it can be demonstrated that such activities will not result in significant soil erosion, silting of lower slopes or waterways, slide damage, flooding problems, or damage to wildlife and fishery habitats.
- Adopt development standards, in conformance with NPDES Phase II requirements, for post-construction stormwater control.
- Address potential soil erosion by maintaining sections of the County Code that require all construction-related activities to have protective measures in place or installed by the grading deadlines established in the Conservation Regulations. In addition, the County shall ensure enforceable fines are levied upon code violators and shall require violators to perform all necessary remediation activities.
- Encourage management of reservoir outflows (bypass flows) to maintain fish life and riparian (streamside) vegetation.
- Prohibit new septic systems in areas where sewage treatment and disposal systems are available and encourage new sewage treatment and disposal systems in urbanized areas where there is high groundwater recharge potential and existing concentrations of septic systems.

IMPACT ANALYSIS

X.a) Less Than Significant Impact. The airport presently complies with the statewide NPDES Industrial General Permit 2014-0057-DWQ for discharges of stormwater associated with industrial activities. In accordance with the NPDES permit, the airport implements a SWPPP that outlines BMPs, which will be implemented to prevent the discharge of pollutants in stormwater. A NPDES Construction General Permit will also be required from the San Francisco Bay RWQCB since the Proposed Project will involve the disturbance of more than one acre. The Proposed Project will not change the quality of the stormwater (i.e., the type of potential pollutants) generated at the airport since the project does not introduce new types of development.

The Proposed Project will comply with *Napa County General Plan's* Water Resource Goal CON-9 and associated Policies CON-48 and CON-50.

Avoidance and Minimization Measures

The Proposed Project is required by existing regulations to incorporate the following measures to ensure that water quality impacts are Less than Significant:

- Prepare and implement an updated SWPPP to include the additional building and pavement surfaces. BMPs will be implemented to avoid any detrimental water quality impacts to Fagan Creek.

- Prepare and implement a grading/erosion plan and implement BMPs, such as those included in FAA AC 150/5370-10H, Item C-102.

- Comply with Napa County ordinances for all grading, drainage, and construction of improvements.

X.b) No Impact. The Proposed Project is not located within a designated groundwater recharge area nor will the Proposed Project have any adverse impact on a nearby groundwater recharge area.

X.c.i-iii) Less Than Significant Impact. The project site is generally level and mostly covered with impervious surfaces. Substantial siltation or erosion will not occur as a result of the Proposed Project. The Proposed Project will be subject to a construction SWPPP and NPDES Construction General Permit.

Improvements associated with the Proposed Project include incorporating a 1.5 percent slope to ensure runoff is diverted away from the buildings to ensure proper drainage. Based on preliminary project design, the Proposed Project will add approximately 176,600 sf of impervious surface area to the airport, which is equivalent to approximately four acres (Mead and Hunt 2020). The new impervious surface will be comprised of the new apron area, buildings, and parking. Runoff from the new apron (21,500 sf) will drain to the west toward an existing catchment basin.

Stormwater flows from approximately 155,100 sf of new impervious surfaces will be directed towards Fagan Creek as a result of the new hangars and parking (Mead and Hunt 2020). Based on BASMAA requirements, the stormwater will be diverted into bioretention basins adjacent to Airport Road before ultimately draining into Fagan Creek via an 18-inch pipe (see **Exhibit 8**). An approximate 6,400-sf bioretention basin is proposed adjacent to N. Airport Road. Actual size of the bioretention basin will be determined upon final site design. (As required by BASMAA's Post-Construction Manual, the bioretention areas are to be four percent of the overall impervious area.) The Proposed Project will not significantly alter on-site drainage or runoff water quality.

X.c.iv) No Impact. The Proposed Project location will not cause flood waters to be redirected or impeded.

X.d) No Impact. The Proposed Project area is not located in a flood hazard zone, tsunami zone, or seiche zone.

X.e) No Impact. The Proposed Project will not conflict with locally and regionally adopted water quality management plans.

XI. Land Use and Planning

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

REGULATORY SETTING

Local Regulations

Napa County General Plan. There are no specific thresholds for land use in the General Plan. In Agricultural Preservation and Land Element, it is noted that agriculture is anticipated to remain the primary land use in the county with large areas of open space. Residential and employment growth will be concentrated in the five incorporated areas of the county. Land use policies specific to the airport are also found in the General Plan Circulation (CIR) Element. Below are land use goals and policies which specifically address the airport.

Agricultural Preservation and Land Use Goals

Goal AG/LU-7: Plan for demographic changes, environmental or climatic changes, and desired social services when siting public facilities and when considering the design of those facilities.

Agricultural Preservation and Land Use Policies

- Policy AG/LU-38: The Airport Industrial Area Specific Plan (AIASP) was adopted in 1986 to set forth detailed land use and circulation standards, capital improvement requirements, associated financing, and improvement sequencing measures, as well as necessary supporting policies and regulatory procedures for the industrial area near Napa County Airport. The AIASP, as amended, implements the General Plan in the Airport Industrial Area.

- Policy AG/LU-49: The County shall use zoning to ensure that land uses in airport approach zones comply with applicable Airport Land Use Compatibility policies. If necessary, the County shall acquire development rights in airport approach zones. This policy shall apply to the Napa County Airport and Angwin Airport (Parrett Field).

Circulation Element Goals

Goal CIR-3: The County's transportation system shall encompass the use of private vehicles, local and regional transit, paratransit, walking, bicycling, air travel, rail, and water transport.

Circulation Element Policies

- Policy CIR-38: Maintain Napa County Airport as a general aviation facility and avoid land use conflicts via land use compatibility planning and by ensuring appropriate reviews of land use decisions by the Airport Land Use Commission.

- Policy CIR-39: The County supports runway and other technological improvements to Napa County Airport to improve its safety and usefulness as a civil aviation center.

IMPACT ANALYSIS

XI.a-b) No Impact. The Proposed Project will be entirely contained on airport property within the existing terminal, apron, and vehicular parking areas. No encroachment into surrounding communities will occur as a result of the Proposed Project, and no established community near the airport will be divided. Additionally, the Proposed Project will not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The project is consistent with the current land use as an airport. The Proposed Project will comply with the Agricultural Preservation and Land Use Goals and Policies, as well as the Circulation Elements Goals and Policies, outlined above.

XII. Mineral Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒	☐
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☒	☐

Regulatory Setting

State Regulations

Surface Mining and Reclamation Act of 1975 (SMARA). SMARA was put in place to classify mineral land to help identify and protect mineral resources within the state subject to urban expansion or other irreversible land uses which would preclude mineral extraction. In 1980, SMARA was amended to include classification of non-urban areas subject to land use threats incompatible with mining activities. Only mineral deposits that meet the marketability criteria (i.e., only those estimated to exceed threshold values of 1998-equivalent dollars) are considered significant.

The establishment of Mineral Resource Zones (MRZs) is based on a geologic appraisal of the mineral resource potential of the land. The appraisal is based on research of geologic and mining-related literature, compilation of geologic maps, and plotting of reported mines and prospects using publications of mine data. Fieldwork is also involved, which includes site investigations of mines and mineral prospects, sampling of rocks for chemical and physical analyses, and petrographic studies, geophysical surveys, and geologic mapping. Field and analytical data are integrated and evaluated for assigning MRZs to areas in accordance with the mineral classification guidelines adopted by the State Mining and Geology Board (SMGB).

Special Report 146 by the CDC Division of Mines and Geology was prepared under SMARA in 1986. Plate 1.2 of the report shows the significant aggregate production operations in the San Francisco-Monterey Bay region, which includes Napa County. In 2005, the *Napa County Baseline Data Report* was prepared, which includes a chapter on Mineral and Rock Resources (Chapter 2) and incorporates the information from Special Report 146 for Napa County. Three principal MRZs were identified for the county, although MRZ maps were not prepared for the entire county. There are currently four active mines which produce construction materials. Two of them are not presently being mined, but only serve as mineral storage areas. The only significant mine in operation in the county is Napa Quarry (Napa County Watershed Information and Conservation Council website 2020).

Local Regulations

Napa County General Plan. Mineral resources are addressed in the Conservation Element of the General Plan under the "Natural Resources" subheading.

Natural Resources Goals

Goal CON-7: Identify and conserve areas containing significant mineral deposits for future use and promote the reasonable, safe, and orderly operation of mining and extraction and management activities, where environmental, aesthetic, and adjacent land use compatibility impacts can be adequately addressed.

IMPACT ANALYSIS

XII.a-b) Less Than Significant Impact. No mining operations or other mineral/gas extraction activities occur on airport property. According to the CDC California Geological Survey (CGS) website (2020) SMARA Panel 146 Plate 3.2, the airport has mineral deposits (sand and gravel – Mineral Resource Zone [MRZ] 3) at the north end of the airport adjacent to the Napa County Sanitation Department filtration ponds. However, this mineral resource is not located within the Proposed Project area. Additionally, a 1987 report addressing the study area (CDC 1987) states that the classification of urban lands in the region is based on the presence or absence of significant sand, gravel, or stone deposits with a value of five million dollars for at least a suitable subbase aggregate. Deposits meeting these requirements are classified as MRZ 2.[16] There are no MRZ 2 classified mineral deposits at the airport.

Although the airport has deposits classified as MRZ 3, the Proposed Project is not located within the deposit range. The Proposed Project will not require an excessive amount of mineral resources for construction above what a normal construction project of this type will need. The Proposed Project will be consistent with the *Napa County General Plan* Natural Resources Goal CON-7.

[16] MRZ 2 is defined as areas that contain identified mineral resources; MRZ 3 is defined as areas of undetermined mineral resource significance (CDC CGS 2020).

XIII. Noise

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generate excessive ground-borne vibration or ground-borne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

Regulatory Setting

Federal Regulations

FAA Environmental Thresholds and Guidelines: Noise. FAA land use compatibility guidance is provided in 14 CFR 150, *Airport Noise Compatibility Planning*. All types of land uses are acceptable in areas below the 65 decibel (dB) Community Noise Equivalent Level (CNEL). Once noise levels meet or exceed 65 CNEL, noise-sensitive land uses are compatible only *if* specified noise level reductions are secured through project design and construction, such as new attic insulation and acoustically rated exterior doors, storm doors, and windows. Above the 65 CNEL threshold, and without measures to reduce noise levels, most developed land uses are generally considered incompatible with airport operations.

State Regulations

State of California Environmental Thresholds and Guidelines: Noise. CCR, Title 21, Division 2.5, Chapter 6, §5006 identifies 65 CNEL as the level of noise acceptable to a reasonable person residing near an airport. This criterion level was chosen for reasonable persons residing in urban residential areas where houses are of typical California construction and may have windows partially open. The regulations also identify the following land uses as incompatible within the 65 CNEL noise contours at designated "noise problem" airports: residences, public and private schools, hospitals and convalescent homes, and churches, synagogues, temples, and other places of worship. The Napa County Airport has not been designated as a "noise problem" airport.

Local Regulations

Napa County General Plan. California Government Code Section 65302(f) requires general plans to contain a Noise Element to identify and quantify potential noise problems and provide effective policies for noise control and mitigation. The Noise Element is intended to establish policies to "minimize the exposure of community residents to excessive noise." The General Plan identifies noise-sensitive land uses as "those in which noise can adversely affect what people are doing on the land." Examples of noise-sensitive land uses are those where people live, sleep, and study. The dominant noise sources in Napa County are mobile transportation sources, such as auto and truck traffic, airplane, or train. Stationary sources of noise include airports, construction sites, or commercial/industrial uses.

In Napa County, noise is addressed in the Community Character Element under the "Noise" subheading. Applicable goals and policies relating to noise include the following:

Noise Goals

Goal CC-8: Place compatible land uses where high noise levels already exist and minimize noise impacts by placing new noise-generating uses in appropriate areas.

Noise Policies

- Policy CC-45: Development in the area covered by any Airport Land Use Compatibility Plan (ALUCP) shall be consistent with the noise levels projected for the airport. Where necessary, noise insulation or other measures shall be included to maintain desired interior noise levels.

- Policy CC-49: Consistent with the County's Noise Ordinance, ensure that reasonable measures are taken such that temporary and intermittent noise associated with construction and other activities does not become intolerable to those in the area. Construction hours shall be limited per the requirements of the Noise Ordinance.

Napa County Code: Title 8 – Health and Safety. The *Napa County Noise Control Regulations* are found in Chapter 8.16 of the County Code (Noise Ordinance), which is intended to abate and control noise within the county. Pursuant to the Noise Ordinance, it is "unlawful for any person to willfully or negligently make or continue, or cause to be made or continued, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes any discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area." (Napa County website 2020b). While the Noise Ordinance does not address airport/aircraft noise, it focuses on construction noise, which applies to the Proposed Project.

According to the Noise Ordinance, to reduce noise impact to surrounding properties, construction is restricted to the timeframe of 7 a.m. to 7 p.m. daily. When technically and economically feasible, construction activities are to be conducted in a manner not to exceed noise levels outlined in **Table 22** below:

TABLE 22
Noise Limits for Construction Activities

	Construction Activity (in decibels [dB])		
	Residential	Commercial	Industrial
Daily 7 a.m. to 7 p.m.	75 dB	80 dB	85 dB
Daily 7 p.m. to 7 a.m.	60 dB	65 dB	70 dB

Source: Napa County 2020b (Chapter 8.16.080 – *Specific Types of Noise Prohibited* - Table 8.16.080)

IMPACT ANALYSIS

XIII.a, c) Less Than Significant Impact.

Temporary Construction Noise. The Proposed Project could potentially have a short-term impact on ambient noise levels in the area due to construction activities. Increased ambient noise levels due to truck traffic, construction equipment, demolition of existing buildings and pavement, and construction of the new structures and pavement will occur temporarily. However, the nearest residence is approximately one mile to the east of the airport, while the nearest schools are more than 0.25 mile away. In addition, the County Code restricts the time when construction can happen on-site, depending on use of the site.

Other ways to minimize ambient noise include:

- Reduce the use of haul roads close to residential areas to mitigate impact of truck noise; and
- Ensure storage areas are away from sensitive land uses.

Both measures have been incorporated into the Proposed Project. The proposed haul route will use existing on-airport service roads and other pavement with off-airport access from Airport Road. The project staging area will be within the airport boundaries and areas of disturbance and will not be in proximity to residential areas or schools.

Once construction is complete, ambient noise levels will return to normal levels associated with the airport. No noise thresholds will be exceeded, and persons residing and working in the area will not be exposed to excessive noise, which complies with General Plan policies regarding airport noise, as previously identified.

Long-Term Operational Noise. FAA's AEDT software was used to estimate aircraft noise that could result from the Proposed Project. To achieve an accurate representation of an airport's noise conditions, the AEDT incorporates a combination of industry standard information and user-supplied inputs specific to the airport. The software provides noise characteristics, standard flight profiles, and manufacturer-supplied flight procedures for aircraft within the U.S. civil and military fleets, including those which commonly operate at Napa County Airport. As each aircraft has different design and operating characteristics (number and type of engines, weight, and thrust levels), each aircraft emits different noise levels.

The most common way to spatially represent the noise levels emitted by an aircraft is with a noise exposure contour.

Noise exposure contours were prepared for the existing condition (2020) and for future forecast scenarios (2023) without operations associated with the Proposed Project and with operations associated with the Proposed Project. Both the 2020 and the 2023 (with the Proposed Project) scenarios rely on aviation demand forecasts prepared for the airport in late 2019 and approved by FAA in May 2020 (Coffman Associates 2020).

The Proposed Project is not anticipated to increase the number of annual operations at the airport over what is already expected to occur based on the aviation demand forecasts (see previous Footnote 5). It is also expected that the Proposed Project will accommodate the types of aircraft already operating at the airport, including the turboprop and business aircraft projected to occur in greater percentages by the aviation demand forecasts. (For purposes of comparison, the 2023 scenario without the Proposed Project assumed that the forecasted shift to heavier aircraft would not occur and the future fleet mix would remain distributed similarly to the existing condition.) **Table 23** summarizes the operational fleet mix assumptions used in each of the scenarios.

TABLE 23

Operational Fleet Mix for Napa County Airport[a]

AEDT Designator (Type of Aircraft/Model)		Existing Condition (2020)	Without Project (2023)	With Project (2023)
LOCAL OPERATIONS[b]				
Single Engine Fixed Pitch Propeller	GASEPF	7,277	7,315	7,315
Single Engine Variable Pitch Propeller	GASEPV	7,277	7,315	7,315
Multi-Engine Piston Propeller	BEC58P	768	771	771
Helicopter	B206L	400	500	500
Local Operations Total		**15,722**	**15,901**	**15,901**
LOCAL OPERATIONS[b]				
Single Engine Fixed Pitch Propeller	GASEPF	9,932	10,203	9,757
Single Engine Variable Pitch Propeller	GASEPV	9,933	10,203	9,757
Multi-Engine Piston Propeller	BEC58P	1,000	1,026	1,000
Business Jet, Small	ECLIPSE500	88	95	99
Business Jet, Small	CNA510	1,077	1,154	1,211
Business Jet, Small	MU3001	134	143	150
Business Jet, Small	CNA500	668	716	751
Business Jet, Medium	CNA525C	181	194	203
Business Jet, Medium	CNA55B	890	953	1,000
Business Jet, Medium	LEAR35	819	877	920
Business Jet, Medium	CNA560U	360	385	404
Business Jet, Medium	IA1125	271	291	305

TABLE 23 (Continued)

Operational Fleet Mix for Napa County Airport[a]

AEDT Designator (Type of Aircraft/Model)		Existing Condition (2020)	Without Project (2023)	With Project (2023)
ITINERANT OPERATIONS[c]				
Business Jet, Medium	CIT3	413	443	470
Business Jet, Medium	CL600	1,185	1,270	1,332
Business Jet, Medium	CL601	873	935	981
Business Jet, Medium	EMB145	317	339	356
Business Jet, Large	CNA750	360	385	404
Business Jet, Large	CNA680	1110	1,189	1,247
Business Jet, Large	GIV	412	441	463
Business Jet, Large	F10062	215	231	242
Business Jet, Large	GV	649	695	729
Turboprop, Single Engine	CNA208	185	155	165
Turboprop, Single Engine	Pilatus PC-12	764	643	683
Turboprop, Multi-Engine	CNA441	1,397	1,176	1,249
Turboprop, Multi-Engine	C130	36	30	32
Helicopter	SA365N	1,500	1,541	1,800
Itinerant Operations Total		**34,767**	**35,713**	**35,713**
TOTAL ANNUAL OPERATIONS		***50,489***	***51,614***	***51,614***
Net Increase over Existing Condition		*--*	***1,125***	***1,125***

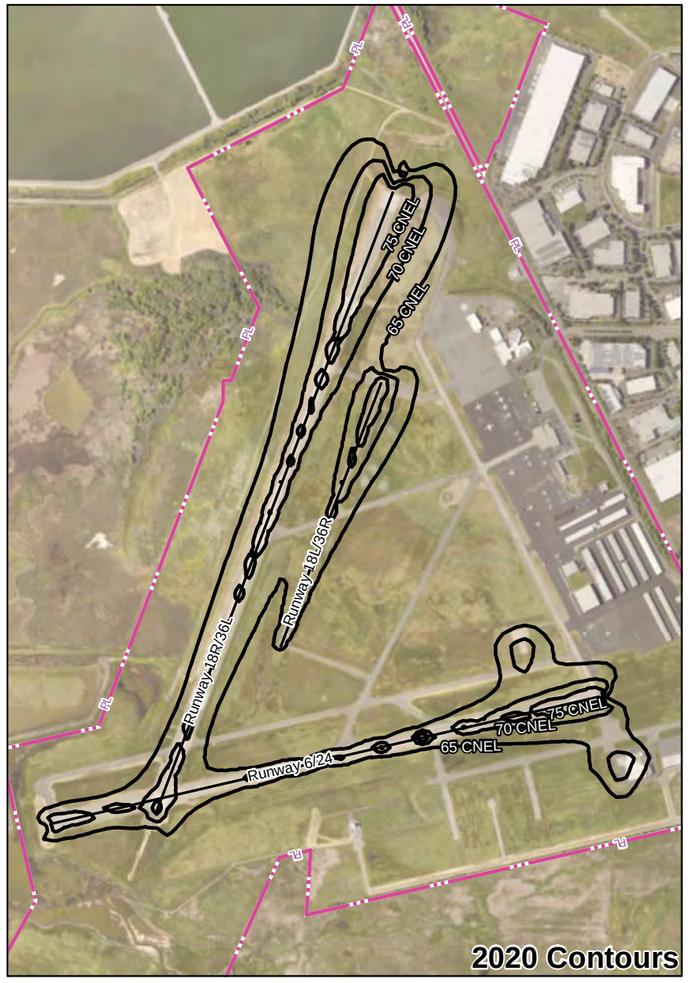
Source: Coffman Associates 2020

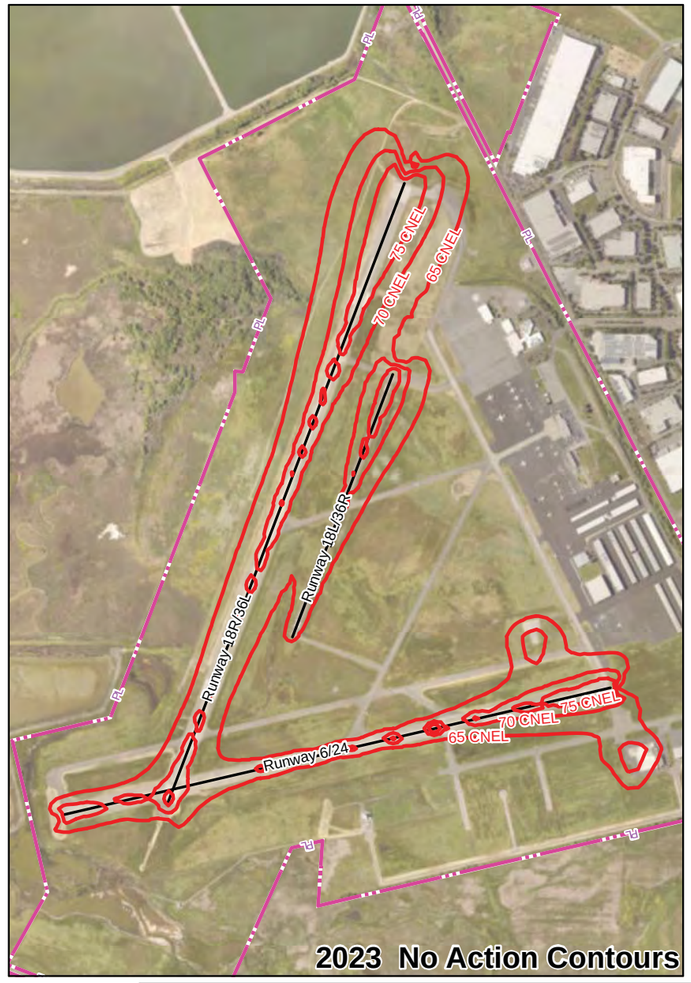
[a] Both the 2020 and 2023 (with project) scenarios rely on aviation demand forecasts prepared for the airport in late 2019 and approved by the FAA in May 2020 (Coffman Associates 2020)

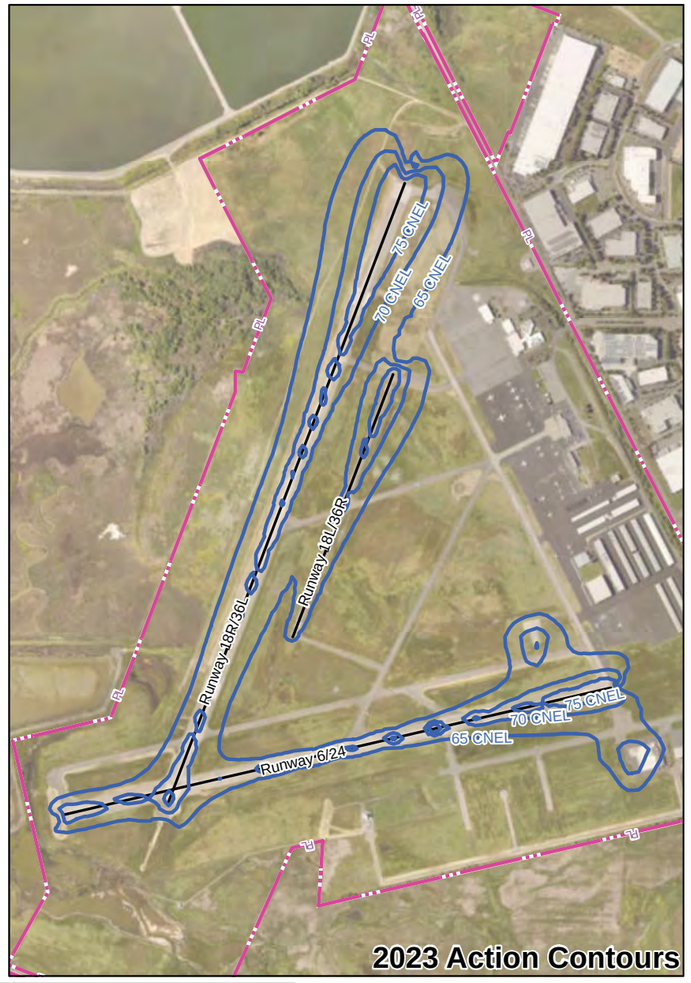
[b] Local operations are those that operate in the local traffic pattern or within sight of the airport; are known to be departing for, or arriving from, flight in the local traffic practice areas located within a 20-mile radius of the airport; or execute simulated instrument approaches or low passes at the airport (14 CFR §170.3 - Definitions).

[c] Itinerant operations are all operations other than local operations. Operations are defined as one takeoff or landing.

The resulting noise contours are shown on **Exhibit 13.** As summarized in **Table 24**, the total acreage of the existing condition 65 CNEL noise contour is 161.7 acres. By 2023, the acreage of the 65 CNEL noise contour will increase slightly with the overall increase in operations (1,125 annual operations) even if the anticipated shift in fleet mix to heavier aircraft does not occur. As noted in the table, by 2023 the 65 CNEL will be an estimated 165.9 acres (without the Proposed Project) and 167.6 acres (with the Proposed Project). This will be an increase over the existing condition 65 CNEL of 4.2 acres (without the Proposed Project) and 5.9 acres (with the Proposed Project). The future 65 CNEL with the Proposed Project scenario has a greater acreage (1.7 acres) than the future 65 CNEL without the Proposed Project due to the projected increase in turboprop and business jet aircraft.







- Runway Centerline
- Airport Property
- 2020 Noise Contours
- 2023 No Action Noise Contours
- 2023 Action Noise Contours

Source: ESRI Basemap Imagery (2018), Coffman Associates Analysis.

Napa County Airport
65 CNEL Noise Contour Acreage Comparison

	2020 Existing Condition	2023 Without Project	2023 With Project
65 CNEL Noise Contour Acreage	161.7 Acres	165.9 Acres	167.6 Acres
Net Increase over Existing Condition	**--**	**4.2 Acres**	**5.9 Acres**

Sources: Coffman Associates analysis
CNEL - Community Noise Equivalent Level

N
0 1,200 2,400
1" = 1,200'

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TABLE 24
65 CNEL Noise Contour Comparison
Napa County Airport

	Existing Condition (2020)	Without Project (2023)	With Project (2023)
65 CNEL Noise Contour Acreage	161.7 acres	165.9 acres	167.6 acres
Net Increase over Existing Condition	**--**	**4.2 acres**	**5.9 acres**

Source: AEDT (Coffman Associates, Inc. analysis)
CNEL = Community Noise Equivalent Level

As can be seen on **Exhibit 13**, the airport's 65 CNEL remains entirely on airport property for the existing condition, as well as the future conditions with or without the Proposed Project. There are no noise-sensitive land uses within the noise exposure contours.

The Proposed Project will also generate noise related to aircraft taxiing from the airfield system to the hangars, as well as vehicular noise from private vehicles and airport fuel trucks. Aircraft run-ups will continue to occur in existing airport locations. These types of airport noise will occur with or without the Proposed Project.

XIII.b) Less Than Significant Impact. Project activities that could cause vibration will occur during the construction of the Proposed Project. The nearest residence is approximately one mile from the Proposed Project east of State Highway 29. At this distance, potential exposure to vibration from project construction activities will be negligible.

XIV. Population and Housing

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Regulatory Setting

Local Regulations

Association of Bay Area Governments. Regional growth is the responsibility of ABAG, which forecasts population growth for Bay Area local governments. The U.S. Census Bureau estimates the 2019 population in Napa County to be at 137,744. According to ABAG, by 2035 that population is anticipated to be close to 156,000, a compound annual growth rate (CAGR) of 0.78 percent (**Table 25**).

TABLE 25
Napa County Projected Population (2019-2035)

2019	2025	2030	2035	CAGR
137,744	146,130	151,445	155,860	0.78%

Sources: U.S. Census Bureau website 2020; Association of Bay Area Governments website 2020.
CAGR = compound annual growth rate

Impact Analysis

XIV.a-b) No Impact. The Proposed Project will not generate population growth in the surrounding community. The Proposed Project is non-residential in nature and will provide facilities for up to two FBOs. It will not cause displacement of existing community members or housing nor will it necessitate the construction of temporary housing.

XV. Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

REGULATORY SETTING

Local Regulations

Napa County General Plan. Public services and facilities are addressed under Safety, Agriculture Preservation and Land Use, and Recreation and Open Space (ROS) Elements.

- Police and Fire. Goals for police and fire facilities are found in the Safety Element of the General Plan, generally identified as "emergency services."

- Schools. Goals for schools are addressed in the Agriculture Preservation and Land Use Element, while specific policies for schools will be under the subheading "Schools and Churches."

- Parks. Parks and schools are addressed in in the Recreation and Open Space Element. Requirements for park facilities are discussed in the next section, Section XVI, Recreation.

Agriculture Preservation and Land Use Element Goals

Schools and Churches Policies

- Policy AG/LU-123: The County shall establish general school site location criteria such as:

- New school facilities shall not be located within two miles of an airport unless approved by the State Department of Education.

Public Facilities

Goal AG/LU-7: Plan for demographic changes, environmental or climatic changes, and desired social services when siting public facilities and when considering the design of those facilities.

IMPACT ANALYSIS

XV.a) No Impact.

- Fire Protection: No Impact
- Police Protection: No Impact
- Schools: No Impact
- Parks: No Impact
- Other Public Facilities: No Impact

The Proposed Project will not have an adverse impact on public services. The Proposed Project will provide facilities for up to two FBOs. No impacts to the existing level of need for police and fire protection will occur. While the airport is not equipped with on-site fire and police departments, these services are located less than one mile from the airport and can quickly address emergencies at the airport.

Additionally, the project is non-residential and will not generate additional residents or students. Therefore, there will not be an increased demand on schools, parks, or other public facilities.

XVI. Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Regulatory Setting

Local Regulations

Napa County General Plan. City parks and recreation needs are addressed in Recreation and Open Space Element. Overall, the intent of this Element is to set policy guidelines for community services in the county. The goal of the Element is to ensure the appropriate and desirable uses of open space for recreational purposes. Recreational facilities are defined as "a wide range of buildings, facilities, and infrastructure which support recreation" and include open space, parks (ranging from neighborhood to regional park systems), and wildlife preserves. The General Plan contains several policies addressing recreation and open space; however, these policies are not applicable to the Proposed Project.

Impact Analysis

XVI.a-b) No Impact. The Proposed Project will not have an adverse impact on recreation facilities in the county. Due to the non-residential nature of the Proposed Project, the Proposed Project will not cause a strain on existing local and regional recreation facilities. No new parks or other recreation facilities will be required.

XVII. Transportation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

Regulatory Setting

State Regulations

SB 743. SB 743 addresses the evaluation of transportation impacts under CEQA and changes the methodology for CEQA analysis of transportation impacts to require the assessment of VMT (CEQA Guidelines Section 15064.3). The Governor's Office of Planning and Research (OPR) provides VMT recommendations for residential and office land use projects. No VMT projections are provided for a project such as the redevelopment of an airport.

Local Regulations

Vision 2040: Moving Napa Forward. The Vision 2040 plan is a 25-year transportation planning effort originally approved in 2015. Vision 2040 delineates concerns, goals, and objectives relating to transportation and financially related issues to plan future projects to improve the county transportation system. Goals include ensuring that transportation needs are met, system safety, fiscal responsibility, economic vitality, energy reduction, and infrastructure maintenance.

Napa County General Plan. Transportation is addressed in the Circulation Element in the General Plan (updated February 2019). This Element of the General Plan outlines the general location and extent of existing and proposed roads and other transportation infrastructure and services and is intended to guide decision-makers to prioritize funding transportation-related projects.

The General Plan supports and encourages multi-modal transportation, including air travel.

Circulation Element Goals

Goal CIR-3: The County's transportation system shall encompass the use of private vehicles, local and regional transit, paratransit, walking, bicycling, air travel, rail, and water transport.

Circulation Element Policies

- Policy CIR-7: All applicants for development projects or modifications thereto shall be required to evaluate the vehicle miles traveled (VMT) associated with their projects, in order to determine the project's environmental impacts pursuant to the California Environmental Quality Act. Applicants shall specify feasible measures to reduce a proposed project's VMT and shall provide an estimate of the VMT reduction that would result from each measure. Upon the effective date of the pertinent State CEQA Guidelines, projects for which the specified VMT reduction measures would not reduce unmitigated VMT by 15 or more percent shall be considered to have a significant environmental impact.

IMPACT ANALYSIS

XVII.a) Less Than Significant Impact. The Proposed Project will not conflict with any program, plan, or policy addressing multimodal transportation in the county. The Proposed Project is contained entirely on airport property and will not impact other county multimodal transportation facilities.

XVII.b) Less Than Significant Impact. To determine the impact the Proposed Project will have on VMT, a qualitative analysis was conducted because the proposed FBO facilities and associated hangars are atypical land uses.[17] The Proposed Project will not change the land use/transportation patterns associated with the airport as the project will redevelop an existing land use with similar types of replacement land uses. As such, it will not change overall VMT related to the airport. CEQA Guidelines Section 15064.3(b)(2) states that transportation projects which reduce, or have no impact on, VMT should be presumed to cause a Less than Significant transportation impact.

In addition, current and future airport operations were analyzed and compared with the Institute of Transportation Engineer's (ITE's) 8th Edition *Trip Generation Report*, which provides an estimate of trip generation for GA airports based on aircraft operations (ITE 2008). According to the ITE report, approximately two vehicular trips per day are generated with each operation at a GA airport. For 2020, total airport operations for Napa County Airport are estimated at 50,489 (Section XIII, Noise), while projected operations by 2023 will be 51,614 with or without the Proposed Project. This is an estimated increase of 1,125 annual operations and a daily average operational increase of approximately 3.1 flights (1,125 ÷ 365 = 3.1). Using the ITE daily trip generation rate of two trips per daily operation, the Proposed Project will help to facilitate an increase of vehicular traffic of approximately 6.2 vehicular trips to or from the airport (two daily vehicular trips x 3.1 increased daily flights = 6.2 additional vehicular trips). The OPR has provided guidance on determining significant VMT impacts in its *Technical Advisory on Evaluating Transportation Impacts in CEQA*. One screening threshold is that projects that generate or attract fewer

[17] Under CEQA, a qualitative analysis should only be conducted when methods do not exist for undertaking a quantitative analysis.

than 110 trips per day generally may be "assumed to cause a less-than-significant transportation impact" (State of California Governor's OPR 2018: page 12). Vehicular trips associated with the Proposed Project will be well below this screening threshold.

XVII.c) No Impact. The realignment and straightening of Airport Road will not create or increase roadway hazards. The realignment will remove the road curvature and increase sight visibility at the intersection of Airport Road and Airport Boulevard.

XVII.d) No Impact. The Proposed Project will not result in inadequate emergency access. The Proposed Project is located within an existing airport and will not impact the public right-of-way or other private streets in the region. A Napa County Fire Station is located less than one mile from the airport, which can quickly address airfield emergencies.

XVIII. Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

REGULATORY SETTING

Federal Regulations

Native American Policies. An Indian Nation's sovereign rights is a unique area of federal concern. In 1995, the President issued a directive to all executive departments and agencies of the federal government that as activities affecting Native American tribal rights occur, such activities should be implemented in a knowledgeable, sensitive manner respective of tribal sovereignty. The presidential directive required that for all activities relating to or affecting the government or treaty rights of Indian tribes, the executive branch shall:

1. Operate within a government-to-government relationship with federally recognized Indian tribes;

2. Consult, to the greatest extent practicable and permitted by law, with Indian tribal governments before taking actions that affect federally recognized Indian tribes;

3. Assess the impact of agency activities on tribal trust resources and assure that tribal interests are considered before the activities are undertaken;

4. Remove procedural impediments to working directly with tribal governments on activities that affect trust property or governmental rights of the tribes; and

5. Work cooperatively with other agencies to accomplish these goals established by the President.

State Regulations

Native American Heritage Commission (NAHC) Sacred Lands File. California PRC Section 5097.9 establishes the NAHC with specified powers and duties to identify and catalog places of special religious or social significance to Native Americans and known graves and cemeteries of Native Americans on private land. The NAHC also makes recommendations relative to Native American sacred places that are located on private lands, are inaccessible to Native Americans, and have cultural significance to Native Americans for acquisition by the state or other public agency for the purpose of facilitating or assuring access to Native Americans.

Local Regulations

Napa County General Plan. The Napa County archaeological record shows the region was primarily inhabited by Wappo, Lake Miwok, and Patwin tribal groups. As such, it is important to preserve the ethnographic record of these indigenous tribes. Native American cultural resources can include rock art, prominent topographical areas and features, habitats, plants, animals, and minerals that contemporary Native Americans value and consider essential for the preservation of traditional values.

Goals and policies affecting tribal and cultural resources are in the Community Character Element of the General Plan under the subheading "Cultural and Historic Resources" (addressed in Chapter 8, "Historical and Cultural Resources Element").

Community Character Element Goals

Goal CC-4: Identify and preserve Napa County's irreplaceable cultural and historic resources for present and future generations to appreciate and enjoy.

IMPACT ANALYSIS

XVIII.a.i-ii) No Impact. There are no known tribal cultural resources listed or eligible for listing in the California Register of Historical Resources, in a local register of historical resources as defined in PRC Section 5020.1(k), or determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1 within the project disturbance area. As discussed in Section V, Cultural Resources, the Proposed Project will occur within developed portions of the existing airport and does not have the potential to cause impacts to archaeological resources or human remains.

No other information regarding sensitive tribal resources at the airport was provided by the tribes contacted as part of this CEQA process. The NAHC was contacted in March 2020 to perform a records search of the Sacred Lands File for the airport, which produced one positive result and a list of tribes with potential knowledge of cultural resources in the general area (**Appendix A**).

The following tribes have requested formal consultation with the county under PRC Section 21080.3:

- Mishewal Wappo Tribe of Alexander Valley
- Yocha Dehe Wintun Nation
- Middletown Rancheria

A letter was mailed to each tribe requesting formal consultation or recommended by the NAHC for contact (i.e., Cortina Rancheria – Kletsel Dehe Band of Wintun Indians) on June 17, 2020, along with exhibits describing the Proposed Project and information regarding the results of the archaeological survey. **Appendix A** contains copies of the letter sent to each tribe. One tribe (Yocha Dehe Wintun Nation) contacted the airport to request a corrected letter due to an error in the tribal name. The corrected letter was sent via email to the tribe on July 8, 2020.

One tribe (Yocha Dehe Wintun Nation) requested consultation on the Proposed Project. On August 7, 2020, the airport manager met with two tribal representatives at the project site. (See agreed to *Avoidance and Minimization Measures* below). The tribal consultation process was completed with the Yocha Dehe Wintun Nation on August 11, 2020.

Avoidance and Minimization Measures

Although most of the project site is covered with pavement or structures so the soil under the pavement cannot be inspected for unknown cultural resources, these areas have been previously disturbed by airport development and, thus, significant tribal cultural resources are not anticipated to be impacted. However, per state and federal regulations, the airport will require the contractor to follow standard protocols for the discovery of unanticipated cultural resources, if needed.

- If any buried and/or previously unidentified cultural materials are encountered during project construction, work shall cease immediately at that location and the Airport Sponsor shall notify both the FAA and the SHPO as soon as possible to determine an appropriate course of action.

As a result of the consultation meeting with the Yocha Dehe Wintun Nation, the airport has also agreed to the following tribal requests (**Appendix A**):

1. The project will include a pre-construction cultural sensitivity training under the direction of the Yocha Dehe Wintun Nation prior to the commencement of construction activity.

2. On-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal, will be conducted.

XIX. Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Regulatory Setting

State Regulations

California Water Conservation Act (SB X7-7). SB X7-7 requires all water suppliers to increase water use efficiency in response to a statewide drought from 2007 – 2009. This bill established a framework to meet state targets for urban water conservation mandated by the Governor, which required a 20 percent per capita reduction in urban water use by the year 2020. Per capita use is defined as a water provider's efforts to reduce urban water use within its service area.

Urban Water Management Planning Act (AB 2067). AB 2067 requires every public and private urban water supplier that directly or indirectly provides water for municipal purposes to prepare and adopt an urban water management plan and to update that plan every five years. The Act requires a detailed

description of water demand management measures that are currently being implemented and an evaluation of specified water demand management measures that are not currently being implemented or scheduled for implementation. The plans are to address how local suppliers are complying with the 20 percent per capita reduction in urban water use by 2020, mandated in SB X7-7.

State Agency Model Integrated Waste Management Act (AB 75). AB 75 requires state agencies to develop and implement an integrated waste management plan outlining steps to meet state level waste diversion goals. The state statute currently requires that state agencies and large facilities divert a minimum of 50 percent of solid waste from disposal facilities.

2016 California Green Building Standards Code (CALGreen). CALGreen is the first mandatory "green" building standards code in the nation and was drafted to meet the goals of AB 32, which established a comprehensive program of cost-effective reduction of GHGs to 1990 levels by 2020. CALGreen has established a threshold of recycling and/or salvage for reuse of construction waste management, which is a reuse of a minimum of 65 percent of the nonhazardous construction and demolition waste, or meet local construction and demolition waste management ordinance, whichever is more stringent (California Buildings Standards Commission 2016).

Where a local jurisdiction does not have a construction or demolition waste management ordinance that is more stringent, the submission of a construction waste management plan is required that:

1. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale;

2. Determines if construction and demolition waste materials will be sorted on-site (source-separated) or bulk-mixed (single-stream);

3. Identifies diversion facilities where construction and demolition waste material collected will be taken; and

4. Specifies that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

Local Regulations

Napa County General Plan. Goals and policies regarding water demand and solid waste management for Napa County are addressed in the Conservation Element of the General Plan under the subheadings of "Water Resources" and "Climate Protection and Sustainable Practices for Environmental Health."

Conservation Element Goals

Goal CON-10: Conserve, enhance and manage water resources on a sustainable basis to attempt to ensure that sufficient amounts of water will be available for the uses allowed by this General Plan, for the natural environment, and for future generations.

Goal CON-18: Provide enough long-term solid waste disposal capacity for the County consistent with California Integrated Waste Management Act (Public Resources Code section 40000, et seq.) requirements.

Water Resources Policies

- Policy CON-53: The County shall ensure that the intensity and timing of new development are consistent with the capacity of water supplies and protect groundwater and other water supplies by requiring all applicants for discretionary projects to demonstrate the availability of an adequate water supply prior to approval. Depending on the site location and the specific circumstances, adequate demonstration of availability may include evidence or calculation of groundwater availability via an appropriate hydrogeologic analysis or may be satisfied by compliance with County Code "fair-share" provisions or applicable State law. In some areas, evidence may be provided through coordination with applicable municipalities and public and private water purveyors to verify water supply sufficiency.

- Policy CON-55: The County shall consider existing water uses during the review of new water uses associated with discretionary projects, and where hydrogeologic studies have shown that the new water uses will cause significant adverse well interference or substantial reductions in groundwater discharge to surface waters that would alter critical flows to sustain riparian habitat and fisheries or exacerbate conditions of overdraft, the County shall curtail those new or expanded water uses.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-66: The County shall promote the implementation of sustainable practices and green technology in agriculture, commercial, industrial, and residential development through the following actions:

  a) Project Construction
     1) Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled content materials for buildings, hard surfaces, and landscaping materials.
     2) Minimize, reuse, and recycle construction-related waste.
     3) Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.

- Policy CON-67: The County shall promote and encourage "green building" design, development, and construction through the achievement of Leadership in Energy and Environmental Design (LEED) standards set by the U.S. Green Building Council, the Green Point Rated system standards set by Builditgreen.org, or equivalent programs. Actions in support of this policy shall include:

a) Audit current County practices to assess opportunities and barriers to implementation of current sustainable practices.
b) Amend the County Code as necessary to remove barriers to and encourage "green" construction.
c) Develop new County buildings as "green buildings," utilizing sustainable construction and practices.
d) Encourage all new large development projects and major renovation of existing facilities to be based on Green Building Council standards utilizing sustainable construction and practices to achieve a minimum LEED rating of Silver, or comparable level on the Green Point Rated system per standards set by Builditgreen.org or other comparable updated rating systems.
e) Support state and federal incentive programs that offer rebates and cost sharing related to the implementation of "green building" standards and LEED certification.

- Policy CON-89: The County itself shall be a leader in promoting waste reduction and recycling through a variety of means when feasible.

IMPACT ANALYSIS

XIX.a) Less than Significant Impact. The Proposed Project will involve only minor storm drain improvements and utility hookups that connect to the airport's existing stormwater and utility infrastructure. For example, on-site installation of inlets, manholes, trench drains, and reinforced concrete pipe will be required and will tie into the existing storm drain system. Utility connections for the new buildings, as well as lighting needed for the parking lot, will be made to existing electrical, sanitary sewer, and water main infrastructure.

XIX.b-c) Less than Significant Impact. The Proposed Project is intended to accommodate up to two FBOs. Although there will be an increase of building square footage at the airport, there will be minimal changes in the airport's water demand or wastewater generation. The new buildings will be required to incorporate water-efficient sinks, toilets, and other water connections per CALGreen requirements, which will help to offset the Proposed Project's water demand and wastewater generation and will conform to Napa County conservation goals.

The City of American Canyon is the water purveyor for the airport, while the airport is part of the Napa Sanitation District service area for sewer treatment and collection. "Will serve" letters will be required from both the City of American Canyon and the Napa Sanitation District for their respective utility services before hook-ups for new development can be provided.

The City of American Canyon has adopted a Zero Water Footprint (ZWF) policy. In order to meet its ZWF standards, developers must ensure that all new developments offset their project on a one-to-one basis through the use of water efficient fixtures, consuming recycled water for non-potable uses (when available), dual plumbing buildings, installing water wise landscaping and irrigation, and other appropriate measures. Since the Proposed Project will remove older buildings and their associated water fixtures and replace them with high efficiency fixtures, the Proposed Project will not use more water or generate

more sewer when compared to historical uses and will comply with the City of American Canyon's ZWF policy.

XIX.d-e) Less than Significant Impact. The Proposed Project will generate solid waste in both the short and long terms. In the short term, construction solid waste will be disposed of by the project contractor per the required construction waste management plan. The demolition phase and apron reconstruction of the Proposed Project will include removing approximately 6,282 cy of pavement and 26,448 sf of building demolition. The asphalt portions of this construction solid waste will be hauled to a recycling facility and reused as road base or otherwise incorporated into new asphalt products. Other construction materials will also be subject to applicable federal, state, and local solid waste statutes and regulations for waste diversion. Subsequent to the diversion of all recyclable materials, the remaining waste will be disposed at a municipal or construction waste facility.

For operational solid waste estimates, average solid waste generation factors based on land use are available from CalRecycle. CalRecycle compiles solid waste generation rates for commercial and industrial activities over an amount of time (i.e., day, year) to estimate new developments' impact on the local waste stream. These estimates include information from city and county planning departments, as well as environmental departments across the state (CalRecyle website 2020).

Based on land use waste generation rates identified by CalRecycle (**Table 26**), the Proposed Project could generate an additional 567.1 pounds per day (lbs/day). However, the additional building space does not necessarily correlate to additional solid waste generation, especially on a per square foot of building space basis. Therefore, it is likely the Proposed Project will generate less additional solid waste than the CalRecycle generation factor for a commercial/industrial space indicates.

TABLE 26
Operational Waste Generation

Land Use	Land Use Increase (sf) (Net)	Waste Generation Rate (lbs/sf/day)	Project Waste Generation (lbs/day)
Hangar/Office	91,641	0.006 lbs/sf/day	549.8 lbs/day
FBO Operation Building	1,952	0.006 lbs/sf/day	11.7 lbs/day
Restaurant	1,111	0.005 lbs/sf/day	5.6 lbs/day
Total			**567.1 lbs/day**

Source: CalRecycle website 2020a
sf = square feet
lbs = pounds

Operational solid waste disposal at the airport is handled by the county's Environmental Health Division. Non-hazardous waste material is collected in designated areas of the airport and taken to the Devlin Road Transfer Station. The airport currently separates its solid waste into two waste streams: trash and recyclables. Non-recyclable solid waste is ultimately transported to the Potrero Hills Landfill. This landfill has sufficient capacity to handle the Proposed Project's solid waste through the year 2048 (CalRecycle website 2020b). No significant impacts to capacity at the transfer station or the landfill or to applicable federal, state, and local solid waste statutes and regulations will occur.

XX. Wildfire

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Regulatory Setting

The project location and immediate environs are not located in a Fire Hazard Severity Zone that is a State Responsibility Area. As of 2008, California Department of Forestry and Fire Protection (CAL FIRE) determined the Proposed Project area is in the Local Responsibility Area (CAL FIRE website 2019).

Federal Regulations

Federal Wildland Fire Policies. The U.S. Department of Interior (USDOI), Office of Wildland Fire establishes federal level policies to ensure wildland fire activities are consistent with all applicable laws, regulations, and the Department's Strategic Plan. The Wildland Fire Management policies utilize best available science and emerging technologies, direction, and guidance found in statutes and federal regulations. Adopted policies are consistent throughout the Department, promoting and encouraging interoperability with other federal and non-federal wildland fire organizations and entities (USDOI Office of Wildland Fire website 2019). The USDOI worked with other federal agencies and non-federal partners and stakeholders, such as tribes, states, counties, cities, and non-governmental organizations.

The *Guidance for Implementation of Federal Wildland Fire Management* serves as the primary inter-agency wildland fire policy document. This document has outlined 17 policy areas, such as establishing that firefighter and public safety is the highest priority (National Wildfire Coordinating Group 2009).

State Regulations

2018 California State Hazard Mitigation Plan. The State Hazard Mitigation Plan (SHMP) represents the state's primary hazard mitigation guide, providing an updated and comprehensive account of the state's historical and current hazard analysis, mitigation strategies, goals, and objectives. The SHMP is required to be reviewed and resubmitted to the Federal Emergency Management Agency (FEMA) for approval at least once every five years to ensure continued funding eligibility for certain Stafford Act grant programs. Goals of the SHMP include (California Governor's Office of Emergency Services [Cal OES] 2018):

- Significantly reduce life loss and injury;
- Minimize damage to structure and property and minimize interruption of essential service and activities;
- Protect the environment; and
- Promote community resilience through integration of hazard mitigation with public policy and standard business practices.

Local Regulations

Napa County General Plan. Wildfires are addressed in the Safety Element.

Safety Element Goals (relating to wildfire)

Goal SAF-3: It is the goal of Napa County to effectively manage forests and watersheds, and to protect homes and businesses from fire and wildfire and minimize potential losses of life and property.

Safety Element Policies

- Policy SAF-20: All new development shall comply with established fire safety standards. Design plans shall be referred to the appropriate fire agency for comment as to:

  1. Adequacy of water supply.
  2. Site design for fire department access in and around structures.
  3. Ability for a safe and efficient fire department response.
  4. Traffic flow and ingress/egress for residents and emergency vehicles.
  5. Site-specific built-in fire protection.
  6. Potential impacts to emergency services and fire department response.

Napa County Operational Area Hazard Mitigation Plan (updated 2013). The NCOAHM rates the county risk of fire as a "high risk with a widespread impact." The county's high-risk rating is attributed to the

meeting of both highly flammable vegetation and valuable structures, also called the Wildland Urban Interface (WUI). In the case of Napa County, the boundary of the WUI is not well defined and structures (primarily residential in nature) are vulnerable because they were constructed to depend on emergency services rather than with "resistance, survivability, and self-protection" in mind.

According to the NCOAHM, although the county is considered a high risk for wildfires, the airport is in an area of a low fire hazard (NCOAHM 2013, Figure 3-5), most likely due to the fact that the airport is not located within a WUI and is within proximity of emergency services.

IMPACT ANALYSIS

XX.a-d) No Impact. The project area is not located adjacent to high-risk fire hazard areas. Rather, the Proposed Project will be in an area where there is not a significant slope, prevailing winds, or other risk factors that expose the region to wildfire risk. If, in the event a fire is ignited from construction work, the airport is less than one mile from an emergency facility which can address a fire quickly, diminishing a regional threat of wildfire. The Proposed Project will not conflict with goals and policies regarding safety and wildfires outlined in the *Napa County General Plan*.

XXI. Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat for a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Impact Analysis

XIX.a) Less Than Significant Impact. Although no sensitive species were identified in the area of disturbance for the Proposed Project, avoidance and minimization measures are in place as follows:

- If any disturbance to Fagan Creek becomes necessary, a survey for the western pond turtle will be performed by a qualified biologist prior to any construction activities. If turtles are detected, they will be relocated to a safe reach of the same creek prior to the initiation of construction activity. Replacement habitat of like quantity and quality on- or off-site for the western pond turtle will be provided per General Plan Policies CON-13 and CON-14, if necessary.

- To avoid take under the MBTA and/or California FGC §3513, either a take permit from the USFWS and/or CDFW will be obtained or a pre-construction survey will be conducted, if any tree removal or adjacent construction activity will take place during breeding/nesting season (generally February 1 through August 31). If required, the survey will be undertaken by a qualified biologist no more than 15 days prior to initiation of proposed development activities. If active nests are found

on or immediately adjacent to the site, the USFWS and/or CDFW will be contacted to determine appropriate avoidance measures. This would include requiring temporary or permanent buffers of adequate size (based on the requirements of the subject special-status species) to avoid nest abandonment by birds and raptors associated with construction and site development activities per General Plan Policy CON-13.

The Proposed Project does not have the potential to substantially degrade or reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of an endangered species.

Additional avoidance and minimization measures are related to protecting water quality:

- Prepare and implement an updated SWPPP to include the additional building and pavement surfaces. BMPs will be implemented to avoid any detrimental water quality impacts to Fagan Creek.

- Prepare and implement a grading/erosion plan and implement BMPs, such as those included in FAA AC 150/5370-10H, Item C-102.

- Comply with Napa County ordinances for all grading, drainage, and construction of improvements.

As such, the project will not have the potential to substantially degrade the quality of the environment.

The Proposed Project will not eliminate important examples of the major periods of California history or prehistory. The Proposed Project will occur within developed portions of the existing airport and does not have the potential to cause substantial adverse changes to archaeological resources. Neither the airport property as a whole nor individual buildings or structures proposed for demolition or relocation are eligible for listing in the NRHP or the CRHR. No archaeological resources were identified within the study area as a result of a pedestrian field survey (SWCA 2020).

Per state and federal regulations, the airport will require the contractor to follow standard protocols for the discovery of unanticipated cultural resources, if needed:

- If any buried and/or previously unidentified cultural materials are encountered during project construction, work shall cease immediately at that location and the Airport Sponsor shall notify both the FAA and the SHPO as soon as possible to determine an appropriate course of action.

As a result of the consultation meeting with the Yocha Dehe Wintun Nation, the airport has also agreed to the following tribal requests (**Appendix A**):

1. The project will include a pre-construction cultural sensitivity training under the direction of the Yocha Dehe Wintun Nation prior to the commencement of construction activity.

2. On-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal, will be conducted.

XIX.b) Less Than Significant with Mitigation Incorporated. The Proposed Project will generate air quality emissions and GHGs during both construction and operational phases. These emissions will contribute to cumulative conditions within the SFBAAB. Since the Proposed Project's construction activity will approach BAAQMD thresholds of significance for ROG during certain stages of construction, mitigation will be implemented by the project to reduce emissions below significant levels. BMPs required for PM_{10} as standard practice are also included.

Construction-Related Mitigation Measures

AQ-1: To avoid exceeding the BAAQMD threshold for ROGs (54 pounds per day), low-volatile organic compound (VOC) paint and interior building materials shall be used during the painting/finishing phase of the Proposed Project. Per BAAQMD recommendations, such measures include using low-VOC interior paint (VOC level of 50 grams per liter [g/L] or less) and using low-VOC or recycled materials for interior finishes.

AQ-2: BMPs recommended by BAAQMD (per U.S. EPA) to reduce fugitive dust emissions shall be implemented:

- **Soil stabilization shall occur by applying water for a short-term solution or applying dust suppressants or vegetative cover for a long-term solution;**
- **Carryout and takeover materials (such as dirt/demolition spoils and other construction waste which fall from trucks onto roads) shall be cleaned daily and immediately if material spills occur more than 50 ft from the exit point of the project site. Appropriate clean-up methods require the complete removal and cleanup of mud and dirt from the paved surfaces and shoulders;**
- **Dust control for unpaved vehicle and equipment traffic areas and speed limit signs to 15 miles per hour (mph) or less shall be posted every 500 ft; and**
- **Recordkeeping shall be used to document compliance with the rules and notate all dust control measures utilized on-site. Records are to be kept for one year following the end of "dust-generating" activities.**

AQ-3: Regulations outlined in the CARB handbook, *In-Use Off-Road Diesel-Fueled Fleets Regulations* (2016), which applies to all self-propelled off-road vehicles that are 25 horsepower (hp) or more, as well as most two-engine vehicles, shall be required. The purpose of this regulation is to reduce emissions of NO_x and particulate matter by:

- **Limiting unnecessary idling of vehicles to five minutes;**
- **Requiring all vehicles to be reported to CARB and labeled;**

- **Restrictions on adding vehicles older than January 1, 2004, to the fleet; and**

- **Requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing Verified Diesel Emission Control Strategies, such as exhaust retrofits.**

XIX.c) Less Than Significant. The Proposed Project is not located in proximity to residential neighborhoods or other sensitive populations that could be adversely affected by such project-related issues as odors, noise, or construction dust. The airport will continue to comply with applicable regulations, including those related to the management of hazardous materials and construction activity. The following avoidance and minimization measures are required by existing regulations:

- The relocated self-serve facility, as well as future expansion of the airport's fuel farm, will be required to implement an appropriate SPCC plan.

- Regulation 11 of BAAQMD will be implemented during demolition of buildings. Regulation 11 outlines the handling and reporting requirements for asbestos.

- Prior to the start of any demolition activities, a lead-based paint/lead containing paint abatement work practice plan will be prepared in compliance with federal, state, and local regulations for any necessary removal and disposal of these materials. The plan must contain the following (CCR, Title 8, § 1532.1[E], Lead – Methods of Compliance):

  - Protective work clothing and equipment;
  - Housekeeping practices;
  - Hygiene facilities, practices, and regulated areas; and
  - Applicable good work practices.

LIST OF DOCUMENT PREPARERS

Project Sponsor/Document Reviewer

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Greg Baer, MPA
Airports Project Supervisor

Environmental Consultants

Coffman Associates, Inc.
4835 E. Cactus Road, Suite 235
Scottsdale, AZ 85254

Project Manager: Judi Krauss, AICP
Environmental Planners: Michelle Kriks, AICP; Kory Lewis

Salix Consulting, Inc. (Biological Resources)
11601 Blocker Drive, Suite 100
Auburn, CA 95603

SWCA Environmental Consultants (Cultural and Historic-Era Resources)
1422 Monterey Street, C#200
San Luis Obispo, CA 93401

AGENCIES AND WEBSITES CONSULTED

Association of Bay Area Governments: https://abag.ca.gov/

Bay Area Air Quality Management District: https://www.baaqmd.gov/

California Air Resources Board: https://www.arb.ca.gov/desig/adm/adm.htm

California Buildings Standards Commission – CALGreen: https://www.dgs.ca.gov/BSC/Resources/Page-Content/Building-Standards-Commission-Resources-List-Folder/CALGreen

California Code of Regulations: https://oal.ca.gov/publications/ccr/

California Department of Conservation: https://maps.conservation.ca.gov

- California Geological Survey: https://www.conservation.ca.gov/cgs/
- Farmland Security Zones: https://www.conservation.ca.gov/dlrp/wa/Pages/Farmland-Security-Zones.aspx
- *Williamson Act* Program: https://www.conservation.ca.gov/dlrp/lca

California Fish and Game Commission – California Fish and Game Code: https://fgc.ca.gov/Regulations/Current

California Department of Fish and Wildlife – *California Endangered Species Act:* https://www.wildlife.ca.gov/Conservation/CESA

California Department of Forestry and Fire Protection: https://fire.ca.gov/

California Department of Toxic Substances Control: http://www.envirostor.dtsc.ca.gov/public/

California Energy Commission – State Renewable Energy Goal: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy

California Governor's Office of Emergency Services: https://www.caloes.ca.gov/

California Governor's Office of Planning and Research: http://www.opr.ca.gov/

California State Water Resources Control Board: https://www.waterboards.ca.gov/

City of American Canyon - Zero Water Footprint: https://www.cityofamericancanyon.org/government/public-works/water

Federal Emergency Management Agency: https://www.fema.gov/

International Civil Aviation Organization: https://www.icao.int/Pages/default.aspx

Napa County, California: https://www.countyofnapa.org/

- Napa County Code: https://library.municode.com/ca/napa_county/codes/code_of_ordinances?nodeId=NACOCO1993
- Napa County Emergency Services: https://www.countyofnapa.org/353/Emergency-Services
- Napa County Planning, Building, and Environmental Services: https://www.countyofnapa.org/589/Planning-Building-Environmental-Services

Napa Valley Transportation Authority: https://www.nvta.ca.gov/

National Interagency Fire Center: https://www.nifc.gov/

San Francisco Bay Regional Water Quality Board: https://www.waterboards.ca.gov/sanfranciscobay/

U.S. Department of Interior – Office of Wildland Fire: https://www.doi.gov/wildlandfire/

U.S. Environmental Protection Agency: www.epa.gov

- *Clean Air Act*: https://www.epa.gov/clean-air-act-overview
- *Clean Water Act*: https://www.epa.gov/laws-regulations/summary-clean-water-act
- *Comprehensive Environmental Response, Compensation, and Liability Act* /Superfund: https://www.epa.gov/laws-regulations/summary-comprehensive-environmental-response-compensation-and-liability-act
- Environmental Justice Screening and Mapping Tool: https://ejscreen.epa.gov/mapper/
- *Resource Conservation and Recovery Act*: https://www.epa.gov/rcra
- *Toxic Chemicals Substances Control Act*: https://www.epa.gov/chemicals-under-tsca

U.S. Fish and Wildlife Service

- Federal *Endangered Species Act:* https://www.fws.gov/endangered/laws-policies/
- *Migratory Bird Treaty Act*: https://www.fws.gov/birds/policies-and-regulations/laws-legislations/migratory-bird-treaty-act.php

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Appendix A

Native American Tribal Outreach

Exhibit H: 130

CHAIRPERSON
Laura Miranda
Luiseño

VICE CHAIRPERSON
Reginald Pagaling
Chumash

SECRETARY
Merri Lopez-Keifer
Luiseño

PARLIAMENTARIAN
Russell Attebery
Karuk

COMMISSIONER
Marshall McKay
Wintun

COMMISSIONER
William Mungary
Paiute/White Mountain Apache

COMMISSIONER
Joseph Myers
Pomo

COMMISSIONER
Julie Tumamait-Stenslie
Chumash

COMMISSIONER
[**Vacant**]

EXECUTIVE SECRETARY
Christina Snider
Pomo

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1550 Harbor Boulevard
Suite 100
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California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

April 3, 2020

Leroy Laurie
SWCA Environmental Consultants

Via Email to: llaurie@swca.com
Cc to: scottg@mishewal-wappotribe.com

Re: Napa County Airport Cultural Resources Support (SWCA Project No. 59855) Project, Napa County

Dear Mr. Laurie:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were positive. Please contact the Mishewal-Wappo Tribe of Alexander Valley on the attached list for more information. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: Sarah.Fonseca@nahc.ca.gov.

Sincerely,

Sarah Fonseca
Cultural Resources Analyst

Attachment

Native American Heritage Commission
Native American Contacts List
April 3, 2020

Cortina Rancheria - Kletsel Dehe Band of Wintun Indians
Charlie Wright, Chairperson
P.O. Box 1630 Wintun / Patwin
Williams ,CA 95987
(530) 473-3274 Office
(530) 473-3301 Fax

Middletown Rancheria
Jose Simon III, Chairperson
P.O. Box 1035 Pomo
Middletown ,CA 95461 Lake Miwok
sshope@middletownrancheria.com
(707) 987-3670 Office
(707) 987-9091 Fax

Mishewal-Wappo Tribe of Alexander Valley
Scott Gabaldon, Chairperson
2275 Silk Road Wappo
Windsor ,CA 95492
scottg@mishewalwappotribe.com
(707) 494-9159

Yocha Dehe Wintun Nation
Anthony Roberts, Chairperson
P.O. Box 18 Wintun (Patwin)
Brooks ,CA 95606
aroberts@yochadehe-nsn.gov
(530) 796-3400
(530) 796-2143 Fax

This list is current as of the date of this document and is based on the information available to the Commission on the date it was produced.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code,Section 5097.94 of the Public Resources Code, or Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans Tribes for the proposed:
Napa County Airport Cultural Resources Support (SWCA Project No. 59855) Project, Napa County.

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

Certified Mail

June 17, 2020

Charlie Wright, Chairperson
Cortina Rancheria - Kletsel Dehe Band of Wintun Indians
P.O. Box 1630
Williams, CA 95987

Re: Request for Information on Tribal Cultural Resources under the *California Environmental Quality Act* (CEQA) - Napa County Airport Redevelopment Project

Dear Mr. Wright,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as a request for any information that your Tribe may wish to provide the County regarding archaeological or Tribal Cultural Resources in the project area for us to consider during our CEQA review. Please respond with any pertinent information within 30 days of the receipt of this letter to my attention.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer, MPA
Airport Manager

Enclosures: Regional Project Map
Conceptual Project Plan
Archaeological Survey Report

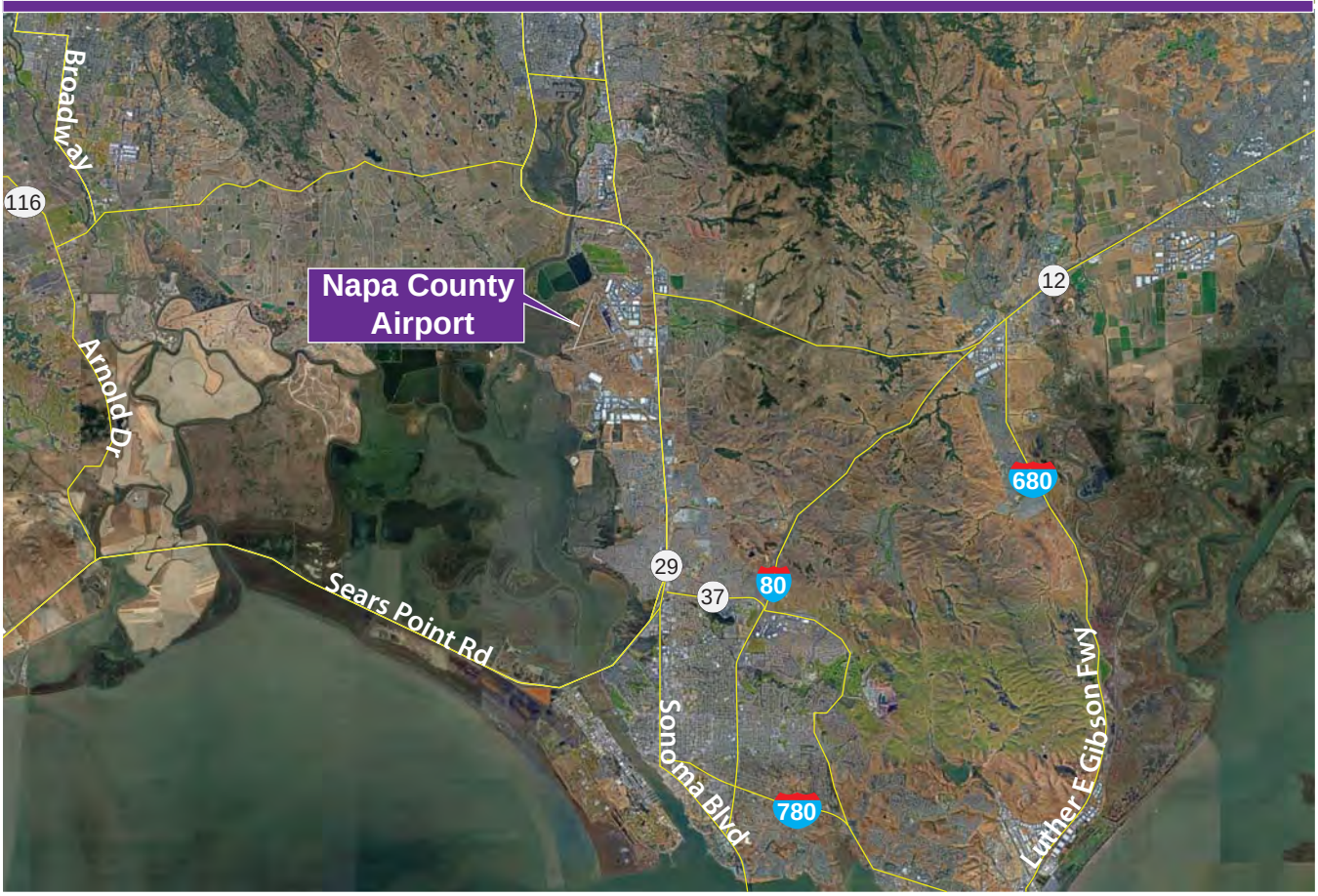

Exhibit 1
LOCATION MAP

Exhibit 2
PROPOSED PROJECT

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A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

Certified Mail

June 17, 2020

Jose Simon III, Chairperson
Middletown Rancheria
P.O. Box 1035
Middletown, CA 95461

Re: Notification of Proposed Project Pursuant to Public Resources Code 21080.3.1
Napa County Airport Redevelopment Project

Dear Mr. Simon,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as notification to the Middletown Rancheria that is traditionally and culturally affiliated with the geographic area of the proposed project pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto]). If your tribe wishes to consult on this project, please contact me in writing, within 30 days of receipt of this letter, to request consultation.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer, MPA
Airport Manager

Enclosures: Regional Project Map
Conceptual Project Plan
Archaeological Survey Report

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

Certified Mail

June 17, 2020

Scott Gabaldon, Chairperson
Mishewal Wappo Tribe of Alexander Valley
P.O. Box 1086
Santa Rosa, CA 95402

Re: Notification of Proposed Project Pursuant to Public Resources Code 21080.3.1
Napa County Airport Redevelopment Project

Dear Mr. Gabaldon,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as notification to the Middletown Rancheria that is traditionally and culturally affiliated with the geographic area of the proposed project pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto]). If your tribe wishes to consult on this project, please contact me in writing, within 30 days of receipt of this letter, to request consultation.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer, MPA
Airport Manager

Enclosures: Regional Project Map
Conceptual Project Plan
Archaeological Survey Report

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

Certified Mail

June 17, 2020

Isaac Bojorquez
Anthony Roberts, Chairperson
Yocha Dehe Wintun Nation
P.O. Box 18
Brooks, CA 95606

Re: Notification of Proposed Project Pursuant to Public Resources Code 21080.3.1
Napa County Airport Redevelopment Project

Dear Mr. Bojorquez and Mr. Roberts,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as notification to the Middletown Rancheria that is traditionally and culturally affiliated with the geographic area of the proposed project pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto]). If your tribe wishes to consult on this project, please contact me in writing, within 30 days of receipt of this letter, to request consultation.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer, MPA
Airport Manager

Enclosures: Regional Project Map
Conceptual Project Plan
Archaeological Survey Report

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

July 8, 2020
*Corrected

Isaac Bojorquez
Anthony Roberts, Chairperson
Yocha Dehe Wintun Nation
P.O. Box 18
Brooks, CA 95606

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Napa County Airport Redevelopment Project

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This letter serves as notification to the Yocha Dehe Wintun Nation that is traditionally and culturally affiliated with the geographic area of the proposed project pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto]). If your tribe wishes to consult on this project, please contact me in writing, within 30 days of receipt of this letter, to request consultation.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

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Greg Baer

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Steven E. Lederer
Director

August 11, 2020

Laverne Bill
Cultural Resources Manager
Yocha Dehe Wintun Nation
P.O. Box 18
Brooks, CA 95606

Via Electronic Mail

Re: Consultation Complete - Tribal Consultation Pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto])
Napa County Airport Redevelopment Project
2030 Airport Road, APN: 057-050-009

Dear Mr. Bill:

Thank you for your and Eric Hernandez's time to meet with me at the Napa County Airport (Airport) last Friday, August 7, 2020 as part of the Tribal Consultation Process associated with the subject project.

After providing a copy of the Airport's Draft Terminal Area Redevelopment Plan, I went over airport history as it relates to Fixed Base Operator (FBO) operations at the Airport, and the Airport's current process for future redevelopment and the potential to have a second FBO. Following that summary, we walked the area where redevelopment would occur, and I described the general scope of anticipated improvements.

Based on your understanding of the project and cultural resources in the general area, you requested that the project include pre-construction cultural sensitivity training under your direction, as well as on-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal. These requested provisions have been incorporated into the project's California Environmental Quality Act (CEQA) document expected to be published for public review next week. Based on aforementioned site visit and incorporation of the requested actions into the project, the County now considers the Tribal Consultation process as being complete.

Thank you for your ongoing interest in this development project at the Napa County Airport. If you have any questions, please feel free to contact me by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer

Greg Baer
Napa County Airport Manager

Appendix B

Biological Resources Assessment

Exhibit H: B

BIOLOGICAL RESOURCES ASSESSMENT
FOR THE

±58-ACRE NAPA COUNTY AIRPORT TERMINAL REDEVELOPMENT PROJECT STUDY AREA

NAPA COUNTY, CALIFORNIA

Prepared for:

Coffman Associates
4835 E. Cactus Rd., Ste 235
Scottsdale, AZ 85254

Prepared by:

Salix consulting, inc.
11601 Blocker Drive, Ste.100
Auburn, California 95603
(530) 888-0130

JUNE 2020

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Biological Resources Assessment
for the
±58-ACRE NAPA COUNTY AIRPORT TERMINAL REDEVELOPMENT PROJECT STUDY AREA

INTRODUCTION

Project Location

Salix Consulting, Inc. (Salix) has prepared a Biological Resources Assessment for the ±58-acre Napa County Airport Terminal Redevelopment Drainage Improvement Project Study Area (study area) located in unincorporated Napa County, California.

The Napa County Airport property occupies approximately 730 acres in southern Napa County west of the intersection of State Route 29 and State Route 12, approximately five miles south of the City of Napa and one mile north of the City of American Canyon (Figure 1). The airport is about five miles north of San Pablo Bay and one mile east of the Napa River. The study area of approximately 58 acres is located in the eastern portion of the airport property.

It is situated in Sections 2, 3, and 11, of Township 4 North and Range 4 West on the Cuttings Wharf USGS 7 ½ minute quadrangle (Figure 1). The approximate coordinates for the center of the property are: 38°13′ 07.17″ N and 122°16′ 45.36″ W.

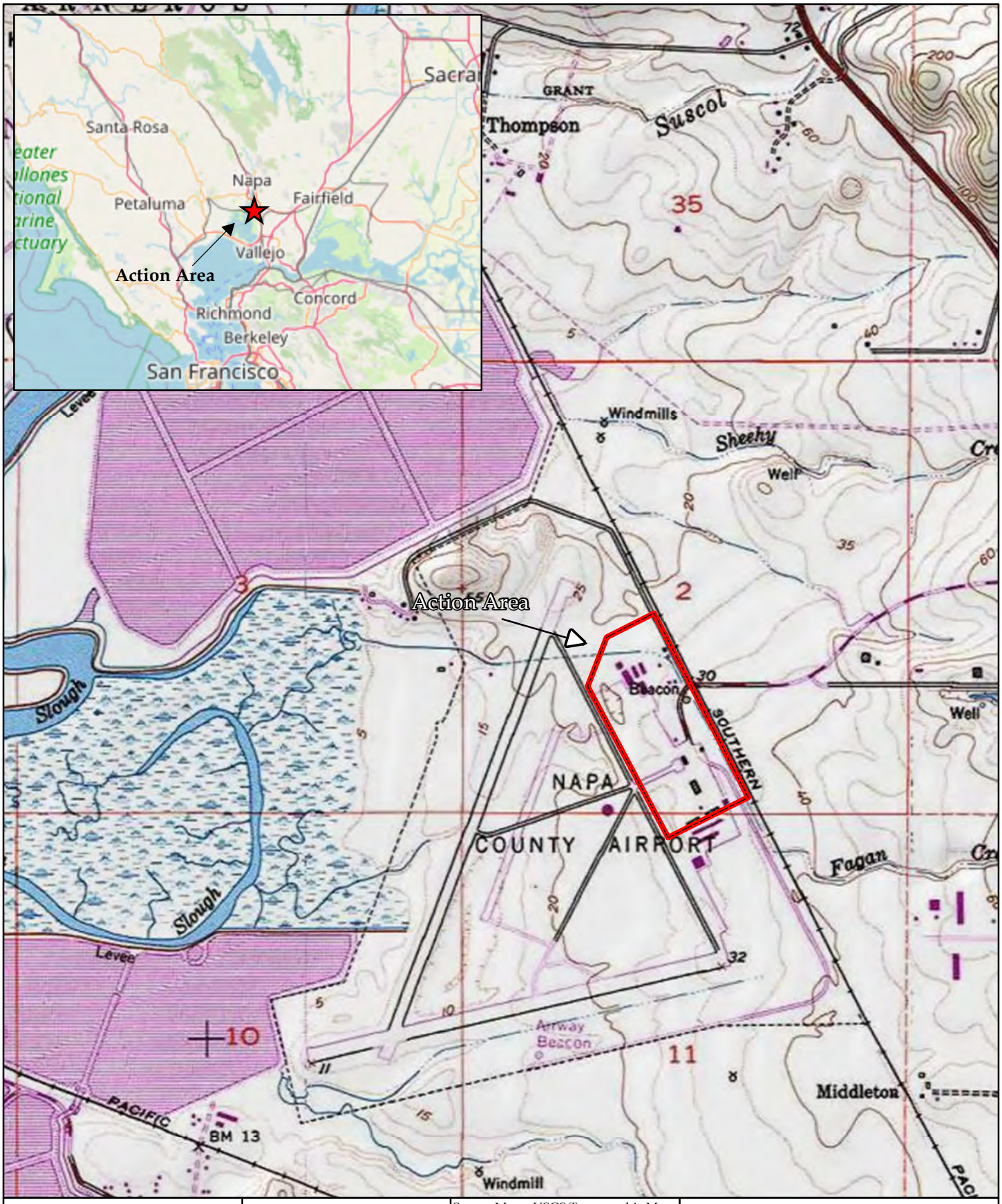
Project Setting

The airport is bounded to the west by former salt evaporation ponds and marshland, to the northwest by wastewater treatment facility, to the east by industrial and commercial developments, and southwest by undeveloped agricultural lands that are zoned for industrial use.

The airport occurs in a low-lying area at elevations of approximately 10 to 35 feet above mean sea level. A large portion of the airport has been constructed on fill, which is assumed to have been placed during the early construction period in the 1940's. The western and southwestern perimeters of the airport include tidally-influenced salt marshes. Much of the airport property drains into these marshes and ultimately into the lower reaches of the Napa River. Fagan Creek drains the eastern, northern, and northwestern portions of the airport, although it is channelized around the airport and flows through a culvert under taxiway K and runway 18L before draining into Fagan Marsh (Figure 2).

Background

Napa County Airport is proposing the redevelopment of the existing terminal area in order to increase in the apron area, accommodate the construction of terminal and maintenance facilities and hangars for fixed-based operators, and a joint-use parking area, the relocation of an existing self-serve fuel island, the airfield lighting vault



Salix consulting, inc.

N

0 1,000 2,000

Feet

Source Maps: USGS Topographic Map
Cuttings Warf Quad 1:24,000
S02+03+11+10 T04N R04W

Figure 1

SITE AND VICINITY MAP

Taxiway H

Napa County, CA

Salix consulting, inc.

N

0 200 400

Feet

Action Area
±58 acres)

Photo source: Napa County, 6-19-18

Figure 2

AERIAL MAP

Napa Airport Terminal Redevelopment
Napa County, CA

and beacon, and expansion of the fuel farm. The existing terminal building and a few other existing buildings will be demolished.

Objectives of Biological Resources Assessment

- Identify and describe the biological communities present in the study area
- Record plant and animal species observed in the study area
- Determine if the study area may or could contain federally and state-listed sensitive resources that could be affected directly or indirectly by project activities
- Provide recommendations for mitigations to avoid or minimize impacts to the sensitive resources to the extent feasible.

METHODS

Literature Review

As part of this assessment, Salix biologists reviewed aerial photographs, USGS maps, and site maps for the study area. Standard publications were reviewed to provide information on life history, habitat requirements, and distribution of regionally occurring plant and animal species. They include published books, field guides, and the California Wildlife Habitats Relationships Program. Publications utilized in this assessment are included in the References section of this document.

In addition, the following studies were reviewed:

- 2006 *Biological Assessment for the Napa County Airport Master Plan* (Jim Wallace Environmental Consulting Services 2006),
- 2008 *Revised Biological Assessment for the Napa County Airport Master Plan* (Jim Wallace Environmental Consulting Services 2008a),
- 2008 *Draft Environmental Assessment for the Napa County Airport Master Plan* (Jim Wallace Environmental Consulting Services 2008b),
- 2010 *Napa County Airport Federal Aviation Administration 2010 Revised Biological Assessment for the South Side Hangar Development*,
- *Biological Assessment for the Runway 18R-36L Rehabilitation Project* (Salix Consulting 2015),
- *Biological Assessment for the Runway 18L-36R Rehabilitation Project* (Salix Consulting 2017), and
- *Biological Assessment for the Taxiway H Rehabilitation Project* (Salix Consulting 2018).

Special-Status Species Reports

To determine which special-status species could occur within or near the study area, Salix biologists queried the California Natural Diversity Data Base (CDFW 2020) for reported occurrences of special-status fish, wildlife, and plant species in the region surrounding the study area, the U.S. Fish and Wildlife Service (USFWS 2020) IPaC Trust

Resources Report generated for the study area, and the California Native Plant Society Inventory (CNPS 2020) generated for the region surrounding the study area. The six-quadrangle search area included Benicia, Cordelia, Cuttings Wharf, Mare Island, Petaluma Point, and Sears Point USGS quadrangles.

For the purposes of this report, special-status species are those that fall into one or more of the following categories:

- Listed as endangered or threatened under the federal Endangered Species Act (or candidate species, or formally proposed for listing);
- Listed as endangered or threatened under the California Endangered Species Act (or proposed for listing);
- Designated as rare, protected, or fully protected pursuant to California Fish and Game Code;
- Designated a Species of Special Concern by the California Department of Fish and Wildlife, or
- Designated as Ranks 1, 2, or 3 on lists maintained by the California Native Plant Society.

Field Assessment

A field assessment of the study area was conducted by Jeff Glazner on April 29, 2020, to identify existing conditions and assess the site for the presence or absence of federally and state-sensitive resources. During the field assessments, plants and animals observed on site were recorded, habitat types were determined, and the potential for the site to support special-status species known from the region was assessed. A list of plants observed appears in Appendix A. Plant names are according to *The Jepson Flora Project (Jepson eflora)* or more recent publications if the nomenclature for any species has changed. Wildlife observed are identified in the **Wildlife Occurrence and Use** section of the report below.

SURVEY AND LITERATURE SEARCH RESULTS

Biological Communities

Three primary biological communities occur within the study area and include ruderal annual grassland, Fagan Creek, and pavement/buildings/landscaping (Table 1 and Figure 3). The biological communities within the Action Area are primarily developed and disturbed, as described below. Site photographs were taken from locations identified in Figure 4, and site photos are presented in Figures 4a-4d.

Table 1.
Biological Communities Present within the
Napa Airport Terminal Redevelopment Study Area

Biological Community	Approximate Acreage
Ruderal Annual grassland	16.9
Fagan Creek	1.0
Pavement/buildings/landscaping	40.1
Total	**58**

Annual Grassland

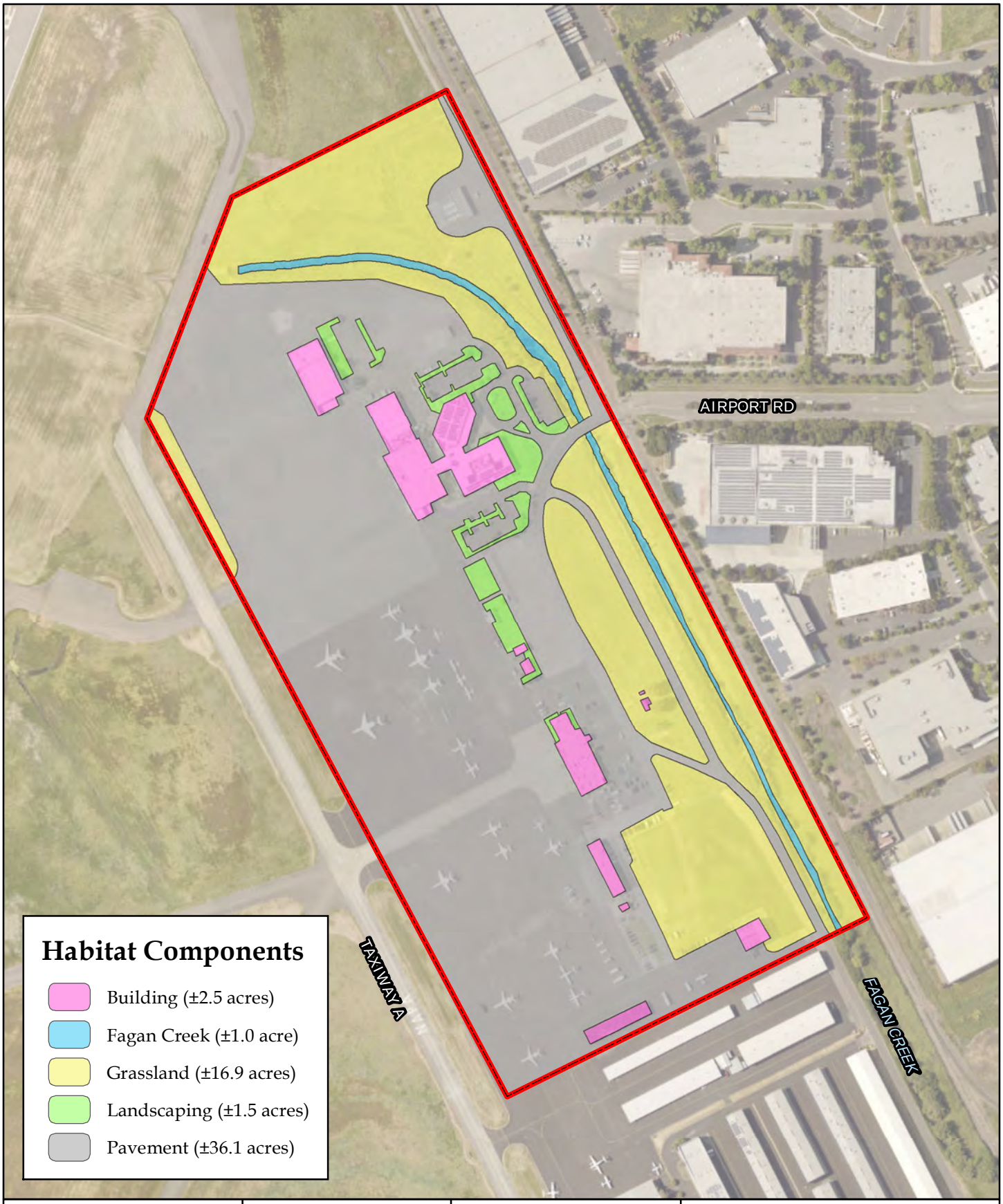
The Action Area contains several areas of ruderal annual grassland. These areas are all similar in that they are mowed frequently and support a weedy, mostly annual flora. Common grass species include Italian rye grass (*Festuca perennis*), wall barley (*Hordeum murinim*), wild oats (*Avena fatua*), and bromes (*Bromus hordeaceus*, *B. diandrus*). Common forbs include rose clover (*Trifolium hirtum*), field bindweed (*Convolvulus arvensis*), yellow star thistle (*Centaurea solstitialis*), bristly ox-tongue (*Helminthotheca echioides*), and wild radish (*Raphanus sativus*). A few scattered shrubs occur within annual grassland in the northern portion of the site and consist mostly of coyote brush (*Baccharis pilularis*) and ornamental species.

Fagan Creek

Fagan Creek was rerouted and configured many decades ago into its current configuration. It is generally a trapezoidal channel with very steep side slopes (2:1 or steeper) and contains an inset bench and a low flow channel (Figure 7a). Portions of the creek support riparian vegetation (woody hydrophytes), mostly willow (*Salix laevigata* and *S. exigua*), Fremont cottonwood (*Populus fremontii*), and northern black walnut (*Juglans hindsii*). The creek receives urban runoff and is presumed wet year-round. It supports a wetland plant community near the water.

Developed: Pavement/Buildings/Landscaping

The remainder of and large majority of the project is already developed with pavement and buildings. Within this 40+ acres, ±36 acres is pavement, ±2.5 acres is buildings, and ±1.5 acres is landscaped in association with the buildings. There are no biological sensitivities within these areas except for nesting birds.



Salix consulting, inc.

N

0 175 350

Feet

Action Area (±58 acres)

Photo source: Napa County, 6-19-18

Figure 3

HABITAT MAP

Napa Airport Terminal Redevelopment

Napa County, CA

Salix consulting, inc.

N

0 175 350

Feet

Action Area (±58 acres)

Photo source: Napa County, 6-19-18

Figure 4

PHOTO POINTS

Napa Airport Terminal Redevelopment

Napa County, CA

Site photo – Photo point #1

Site photo – Photo point #2

Salix consulting, inc.

Photo date: April 29, 2020

Figure 4a

SITE PHOTOS

Napa Airport Terminal Redevelopment

Napa County, CA

Site photo – Photo point #3

Site photo – Photo point #4

Salix consulting, inc.

Photo date: April 29, 2020

Figure 4b

SITE PHOTOS

Napa Airport Terminal Redevelopment

Napa County, CA

Site photo – Photo point #5

Site photo – Photo point #6

Salix consulting, inc.

Photo date: April 29, 2020

Figure 4c

SITE PHOTOS

Napa Airport Terminal Redevelopment

Napa County, CA

Site photo – Photo point #7

Site photo – Photo point #8

Salix consulting, inc.

Photo date: April 29, 2020

Figure 4d

SITE PHOTOS

Napa Airport Terminal Redevelopment

Napa County, CA

Wildlife Occurrence and Use

The study area supports wildlife species generally adapted to urban interface settings. The ruderal grassland is frequently mowed and maintained but still provides habitat for a variety of small mammals and rodents including Botta's pocket gopher (*Thomomys bottae*), California meadow mouse (*Microtus californicus*), western harvest mouse (*Reithrodontomys megalotis*), and black-tailed hare (*Lepus californicus*). Striped skunk (*Mephitis mephitis*), raccoon (*Procyon lotor*), Virginia opossum (*Didelphis virginiana*), and coyote (*Canis latrans*) have also been observed on the airport and would be attracted to the Fagan Creek corridor.

Although habitat is limited, raptors may forage in ruderal annual grassland of the study area. The Eucalyptus on the site (near the beacon) are tall and provide good roosting habitat. Both resident and migratory songbirds utilize the Fagan Creek corridor as quality nesting and foraging habitat is present. Dense vegetation in the creek corridor also provides cover. During the site visit, red-winged blackbird, Brewer's blackbird, white-crowned sparrow, house finch, American crow, black phoebe, mourning dove, American robin, and turkey vulture were observed.

Waters of the United States

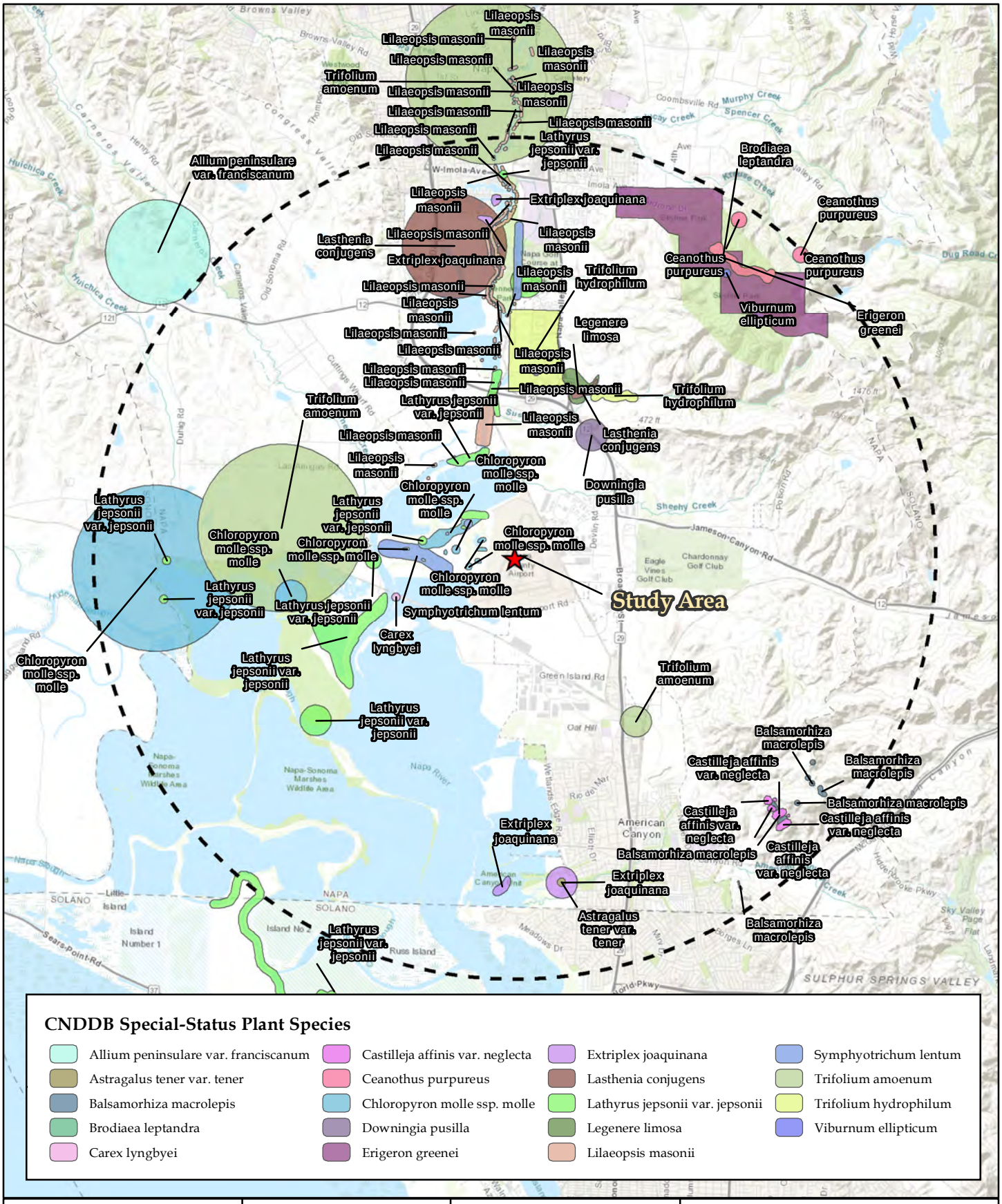
The wetland delineation map for the entire airport property was verified by the U.S. Army Corps of Engineers (Corps) on January 13, 2010. The study area was examined for features that might meet the definition of waters of the U.S. (e.g., streams, wetland swales, seasonal marsh). Other than Fagan Creek, there are no waters of the U.S. within the study area.

Special-Status Species

To determine potentially-occurring federally and state-listed special-status species, the standard databases from the USFWS (IPaC 2020), CDFW (CNDDB 2020), and CNPS (CNPS 2020) were queried and reviewed. These searches provided list of regionally-occurring special-status species and were used to determine which species may have some potential to occur within or near the study area.

Appendix B lists potentially-occurring special-status plants as compiled from the queries as described above, describes their habitat requirements, and discusses their probability to occur within the study area. Figure 5a shows approximate locations of reported occurrences of special-status plants, according to the CNDDB

Appendix C lists potentially-occurring special-status animals as compiled from the queries as described above, describes their habitat requirements, and discusses their probability to occur within the study area. Figure 5b shows approximate locations of reported occurrences of special-status animals within a five-mile radius of the study area, according to the CNDDB.



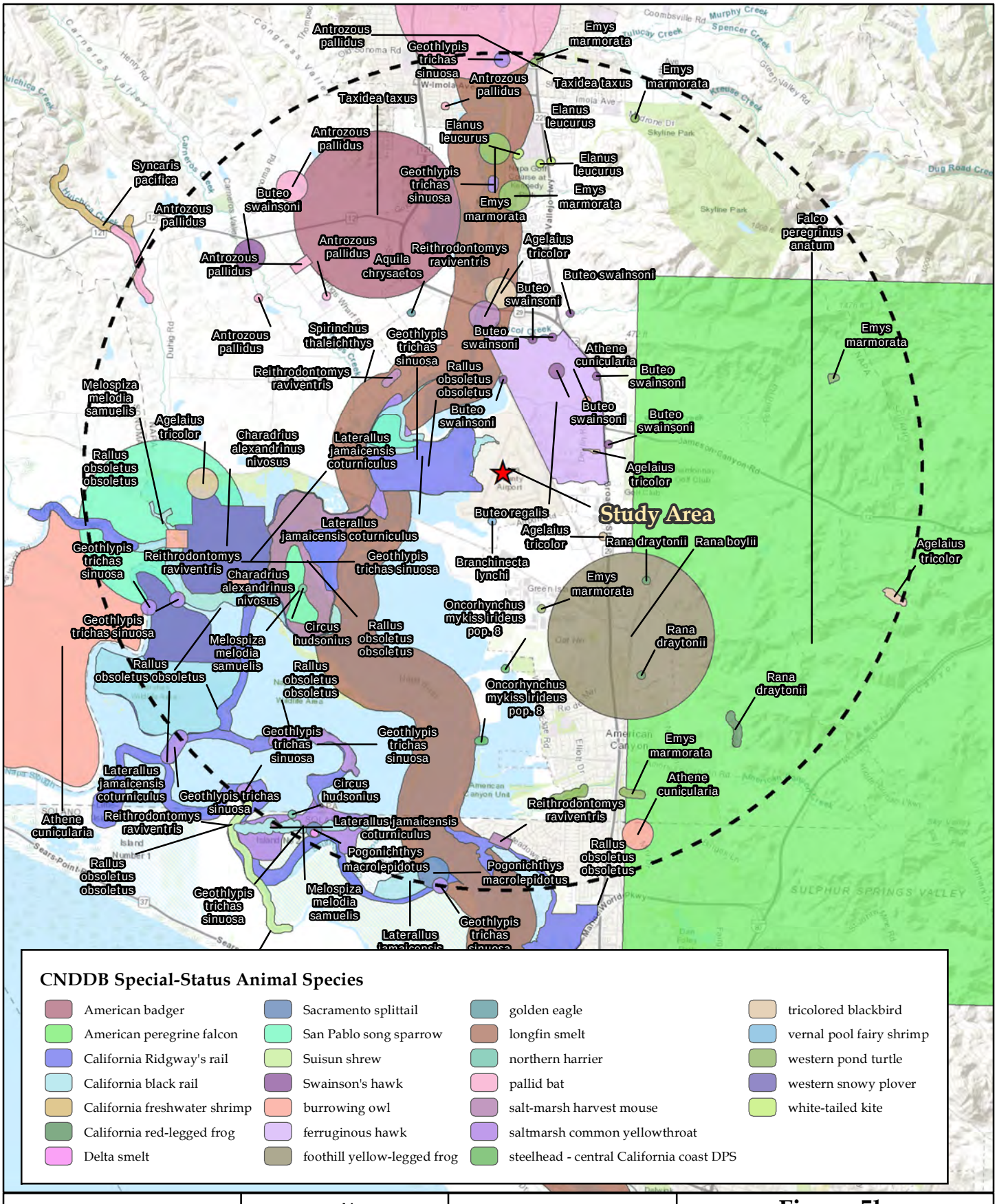
Salix consulting, inc.

Figure 5a

CNDDB OCCURRENCES MAP

Napa Airport Terminal Redevelopment

Napa County, CA



Salix consulting, inc.

Figure 5b

CNDDB OCCURRENCES MAP

Napa Airport Terminal Redevelopment

Napa County, CA

Of the 35 potentially-occurring plant species in Appendix B, 19 were identified as occurring within or near a 5-mile radius of the study area (Figure 5a). Thirty-two (32) plant species in Appendix B were determined to have no potential for occurring onsite due to the absence of suitable habitat or substrates, as described in Appendix B. Three plant species were determined to be unlikely to occur and are listed in Table 2 below.

Of the 39 animal species in Appendix C, 26 were identified as occurring within or near the 5-mile radius of the study area (Figure 5b). Thirty-four (34) animal species in Appendix C were determined to have no potential for occurring onsite due to the absence of suitable habitats, as described in Appendix C. Five (5) of the animal species listed in Appendix C were determined to have some potential for occurring onsite (unlikely or possible) and are listed in Table 2 below.

Table 2

Special-status Species

Determined to have SOME POTENTIAL to Occur

Within the Napa County Airport Terminal Redevelopment Study Area

Species	Status* Federal	State	CNPS	Habitat	Potential for Occurrence Within Study Area**
Plants					
Diablo helianthella *Helianthella castanaea*	-	-	1B.2	Broadleafed upland forest; chaparral; cismontane woodland; coastal scrub; riparian woodland; valley and foothill grassland.	Unlikely. Occurs in open grasslands, but not observed in any field survey on the site.
Pale yellow hayfield tarplant *Hemizonia congesta congesta*	-	-	1B.2	Valley and foothill grassland.20 to 560 meters.	Unlikely. Occurs in open grasslands, but not observed in any field survey on the site.
Fragrant fritillary *Fritillaria liliacea*	-	-	1B.2	Coastal prairie; coastal scrub; valley and foothill grassland; [often serpentinite].	Unlikely. Marginal habitat in grassy areas that are regularly mowed. Not detected during field surveys.

Species	Status* Federal	State	CNPS	Habitat	Potential for Occurrence Within Study Area**
Amphibians					
Foothill yellow-legged frog *Rana boylii*	-	CC	-	Found in partially shaded, shallow streams with rocky substrates. Needs some cobble-sized rocks as a substrate for egg-laying.Requires water for 15 weeks for larval transformation.	Unlikely. Very marginal habitat in Fagan Creek. Not observed during field survey.
Reptiles					
Western pond turtle *Actinemys marmorata*	-	SSC	-	Inhabits ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. Needs suitable basking sites and upland habitat for egg laying.	Possible. May occur in slow-moving reaches of Fagan Creek. Not observed during field survey
Birds					
White-tailed kite *Elanus leucurus*	-	CFP	-	Found in lower foothills and valley margins with scattered oaks and along river bottomlands or marshes adjacent to oak woodlands. Nests in trees with dense tops.	Unlikely. Marginal nesting habitat among large trees of creek and nearby eucalyptus. Not observed during field survey
Swainson's hawk *Buteo swainsoni*	-	CT	-	Breeds in open areas with scattered trees; prefers riparian and sparse oak woodland habitats. Requires nearby grasslands, grain fields, or alfalfa for foraging. Rare breeding species in Central Valley.	Unlikely. Marginal nesting habitat in the taller trees in study area. Not observed during field survey
Burrowing owl *Athene cunicularia*	-	SSC	-	Found in annual grasslands. Nests in burrows dug by small mammals, primarily ground squirrels.	Unlikely. Study area contains marginal habitat. Not observed during field survey

*Status Codes:

State

CC California Candidate
CFP California Fully Protected
CT California Threatened
SSC California Species of Concern

CNPS

Rank 1B Rare, Threatened, or Endangered in California

**Definitions for the Potential to Occur:

Possible. Marginal to suitable habitat occurs, and the study area occurs within the range of the species.

Unlikely. Some habitat may occur, but disturbance may restrict/eliminate the possibility of occurrence. Habitat may be very marginal, or study area is outside range of species.

Plants

As discussed above, 19 special-status plants are known from the six-quadrangle region surrounding the study area, as illustrated in Figure 5a. These include:

- *Allium peninsulare var. franciscanum*
- *Astragalus tener var. tener*
- *Balsamorhiza macrolepis*
- *Brodiaea leptandra*
- *Carex lyngbyei*
- *Castilleja affinis var. neglecta*
- *Ceanothus purpureus*
- *Chloropyron molle ssp. molle*
- *Downingia pusilla*
- *Erigeron greenei*
- *Extriplex joaquinana*
- *Lasthenia conjugens*
- *Lathyrus jepsonii var. jepsonii*
- *Legenere limosa*
- *Lilaeopsis masonii*
- *Symphyotrichum lentum*
- *Trifolium amoenum*
- *Trifolium hydrophilum*
- *Viburnum ellipticum*

The Napa Airport Terminal Redevelopment study area lacks wetlands, vernal pools, marshes, undisturbed grassland, dry slopes, alkaline soils, clayey soils, serpentinite, volcanic soils, brackish areas, woodlands, and/or shaded areas necessary to support all of the above-listed species (See Appendix B for habitat requirements). Thus, none of the special-status plants known from the surrounding region has any potential to occur onsite. These findings were confirmed during the field assessments. The three species that were determined to have some potential to occur (Table 2 above) are not reported by CNDDB to occur within the surrounding region.

Wildlife

As discussed above, 26 special-status animals are known from the six-quadrangle region surrounding the study area, as illustrated in Figure 5b. Of these species, 21 require specific aquatic habitats, including vernal pools, rivers, sloughs or marshes, open brackish water, specific types of streams, ponds, or riparian habitats that are not present within the study area (as described in Appendix C. These species include:

- American badger
- American peregrine falcon
- California Ridgway's rail
- California black rail
- California freshwater shrimp
- California red-legged frog
- Delta smelt
- Sacramento splittail
- San Pablo song sparrow
- Suisun shrew
- ferruginous hawk
- golden eagle
- longfin smelt
- northern harrier
- pallid bat
- salt-marsh harvest mouse
- saltmarsh common yellowthroat
- steelhead - central California coast DPS
- tricolored blackbird
- vernal pool fairy shrimp
- western snowy plover

None of these species has any potential to occur within the study area.

Five animal species that are known from the six-quadrangle region surrounding the study area do have some potential to occur within the study area and are described in Table 2 above and in Appendix C. These include:

- foothill yellow-legged frog
- western pond turtle
- white-tailed kite
- Swainson's hawk
- burrowing owl

In addition, it is noted that no elderberries (*Sambucus nigra*) were found on the site, thus there is no potential for valley elderberry longhorn beetle to occur.

POTENTIAL IMPACTS

The following assessment of potential impacts to biological resources conforms to the list of resources that are to be evaluated in the Napa County Environmental Checklist Form (Form). The Form asks the following questions:

a) Will the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

> The proposed project will have **Less than significant impact** because no sensitive species have been identified in the project footprint that would be affected by the proposed project.

b) Will the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

> The proposed project will have **Less than significant impact.** The proposed project will have two outfalls into Fagan Creek and have minor impacts to the creek corridor and riparian vegetation. Depending on the final design, this action could require a 404 Permit, a 401 Certification, and a Lake and Streambed Alteration Agreement (1602). The regulatory agencies will require avoidance and/or minimization measures to prevent significant impacts from occurring as conditions of the appropriate permit.

c) Will the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

> The proposed project will have **Less than significant impact**. As stated above, the proposed project will have two outfalls into Fagan Creek and will presumably have minor impacts to waters of the U.S. (below the ordinary high water mark). Depending on the final design, this action

could require a 404 Permit, a 401 Certification, and a Lake and Streambed Alteration Agreement (1602). The regulatory agencies will require avoidance and/or minimization measures to prevent significant impacts from occurring as conditions of the appropriate permit.

d) Will the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The proposed project will have **Less than significant impact** because it will not affect native resident or migratory fish or wildlife species, nor the travel corridor.

e) Will the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The proposed project will have **Less than significant impact.** The general area surrounding Fagan Creek has slopes under one percent, Napa County's Conservation Regulations may call for a construction setback from Fagan Creek of 35 feet from the top of bank. No development will occur within the required setback. Note: it appears that Fagan Creek does not appear on the list of creeks requiring setbacks in the *Implementation Guide - Water Quality & Tree Protection Ordinance*. However, any setbacks from Fagan Creek (a perennial stream) that are mandated in the 2019 Napa County Water Quality and Tree Protection Ordinance (WQTPO) will be adhered to. The airport is not located in a Municipal watershed or in an Agricultural Watershed zoning district.

Regarding tree protections, it appears that the eucalyptus and ornamental trees that will be removed are not included in the definition of "vegetation canopy cover" of the WQTPO. According to the WQTPO, "**Vegetation canopy cover"** means the biotic communities classified as oak woodland, riparian oak woodland, or coniferous forest based on the current Manual of California Vegetation (MCV) and as described in the Napa County Baseline Data Report.

f) Will the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

There will be **No impact** because the proposed project is not located in an adopted conservation plan area.

Waters of the United States

The study area contains one feature that qualifies as a "waters of the United States" (WOTUS), Fagan Creek. Therefore, Clean Water Act permits (Section 404 from U.S. Army Corps of Engineers and Section 401 Water Quality Certification from Regional Water Quality Control Board) may be required.

On April 21, 2020, the U.S. Environmental Protection Agency (EPA) and the Department of the Army (Army) published the Navigable Waters Protection Rule to define WOTUS in the *Federal Register*. The agencies are streamlining the definition so that it includes four simple categories of jurisdictional waters, provides clear exclusions for many water features that traditionally have not been regulated, and defines terms in the regulatory text that have never been defined before. The final rule will become effective on June 22, 2020 (EPA 2020). It is anticipated that the Final Rule is likely to be challenged prior to the effective date. The existing rules apply to any application submitted prior to the effective date, and existing rules would continue to apply during any litigation period.

Streams, Pond, and Riparian Habitat

Fagan Creek and its associated riparian habitat are within the regulatory authority of the California Department of Fish and Wildlife. Impacts to the creek and associated habitat would require a Lake and Streambed Agreement from the Department.

Special-Status Plants

An analysis of regionally-occurring special-status plants was conducted as a part of this study. The site assessment included a botanical evaluation to determine the presence or absence of special-status plant species. The assessment was conducted during the bloom period for the species with any potential to occur within the study area: Diablo helianthella, pale yellow hayfield tarplant, and fragrant fritillary, and none were detected. Therefore, no further action is recommended.

Special-Status Wildlife

The project should implement Best Management Practices (BMPs) to avoid any detrimental water quality impacts to Fagan Creek. If any disturbance to Fagan Creek is proposed, a survey for western pond turtle should be performed. If turtles are detected, they should be relocated to a safe reach of the same stream prior to the initiation of construction activity.

Native birds are protected under the Migratory Bird Treaty Act of 1918 (MBTA), which makes it unlawful without a waiver to pursue, hunt, take, capture, kill, or sell birds listed therein as migratory birds. The statute does not discriminate between live or dead birds and grants full protection to any bird parts including feathers, eggs, and nests. The MBTA has been revised periodically to add and remove species and correct taxonomy (U.S. Code Title 16 §703).

In addition, California Fish and Game Code §§3503, 3503.5, and 3513 prohibit the take, possession of, or needless destruction of the nest or eggs of any bird (section 3503) or any bird-of-prey (section 3503.5). In short, the laws prohibit the take of non-endangered or non-threatened nesting birds and birds-of-prey.

Potential nesting habitat for common raptors and other birds protected by the Migratory Bird Treaty Act (such as white-tailed kite) occurs in association with trees and shrubs located in the study area. If any tree removal or adjacent construction activity takes place during the breeding/ nesting season (February 1 through August 31), disturbance of nesting activities could occur. To avoid impacts to nesting birds, pre-construction surveys should be conducted by a qualified biologist no more than 15 days prior to initiation of proposed development activities. If active nests are found on or immediately adjacent to the site, the County of Napa shall be contacted and if requested, CDFW, to determine appropriate avoidance measures. If no nesting is found to occur, necessary vegetation removal could then proceed.

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Appendix A.
Plant Species Observed Within the Napa County Airport Terminal Study Area

Appendix A

Napa Airport Terminal - Plants Observed - April 29, 2020

Ferns and Allies

Equisetaceae - Horsetail Family

Equisetum arvense	Common horsetail

Angiosperms - Dicots

Apiaceae (Umbelliferae) - Carrot Family

**Conium maculatum*	Poison hemlock
**Foeniculum vulgare*	Sweet fennel

Apocynaceae - Dogbane/Milkweed Family

**Vinca major*	Periwinkle

Asteraceae (Compositae) - Sunflower Family

Achyrachaena mollis	Blow-wives
Baccharis pilularis	Coyote brush
**Carduus pycnocephalus*	Italian thistle
**Centaurea solstitialis*	Yellow starthistle
**Cirsium vulgare*	Bull thistle
**Helminthotheca echioides*	Bristly ox-tongue
**Hypochaeris glabra*	Smooth cat's-ear
**Lactuca serriola*	Prickly lettuce
**Matricaria discoidea*	Pineapple-weed
**Senecio vulgaris*	Common groundsel
**Silybum marianum*	Milk thistle
**Sonchus asper subsp. asper*	Prickly sow-thistle
**Sonchus oleraceus*	Common sow-thistle
**Taraxacum officinale*	Common dandelion

Boraginaceae - Borage Family

Amsinckia menziesii	Rancher's fireweed

Brassicaceae (Cruciferae) - Mustard Family

**Hirschfeldia incana*	Short-podded mustard
Nasturtium officinale	Watercress
**Raphanus sativus*	Wild radish
**Sinapis arvensis*	Wild mustard

Caryophyllaceae - Pink Family

**Silene gallica*	Windmill-pink
**Stellaria media*	Common chickweed

Convolvulaceae - Morning-Glory Family

**Convolvulus arvensis*	Bindweed

Dipsacaceae - Teasel Familly

**Dipsacus fullonum*	Fuller's teasel

Euphorbiaceae - Spurge Family

Croton setiger	Turkey mullein

* Indicates a non-native species

Fabaceae (Leguminosae) - Legume Family

Acmispon americanus	Spanish lotus
**Lotus corniculatus*	Bird's-foot trefoil
Lupinus bicolor	Miniature lupine
**Medicago polymorpha*	California burclover
**Melilotus indicus*	Annual yellow sweetclover
**Trifolium hirtum*	Rose clover
**Trifolium repens*	White clover

Fagaceae - Oak Family

Quercus agrifolia	Coast live oak

Geraniaceae - Geranium Family

**Erodium botrys*	Broad-leaf filaree
**Erodium cicutarium*	Red-stem filaree
**Geranium dissectum*	Cut-leaf geranium

Juglandaceae - Walnut Family

Juglans hindsii	Northern California black walnut

Malvaceae - Mallow Family

**Malva neglecta*	Common mallow

Montiaceae - Miner's Lettuce Family

Calandrinia menziesii	Red maids

Myrtaceae - Myrtle Family

**Eucalyptus sp.*	Eucalyptus

Onagraceae - Evening Primrose Family

Epilobium brachycarpum	Summer cottonweed
Epilobium ciliatum	Hairy willow-herb

Papaveraceae - Poppy Family

Eschscholzia californica	California poppy

Plantaginaceae - Plantain Family

**Plantago lanceolata*	English plantain

Polygonaceae - Buckwheat Family

Persicaria lapathifolia	Willow weed
**Polygonum aviculare*	Common knotweed
**Rumex acetosella*	Sheep sorrel
**Rumex crispus*	Curly dock

Rosaceae - Rose Family

**Pyrus calleryana*	Callery pear
Rosa californica	California rose
**Rubus armeniacus*	Himalayan blackberry
Rubus ursinus	California blackberry

Rubiaceae - Madder Family

Galium aparine	Goose grass

Salicaceae - Willow Family

Salix exigua	Narrow-leaved willow
Salix lasiolepis	Arroyo willow

Angiosperms -Monocots

* Indicates a non-native species

Araceae - Arum Family

Lemna sp.	Duckweed

Cyperaceae - Sedge Family

Cyperus eragrostis	Tall flatsedge

Juncaceae - Rush Family

Juncus balticus subsp. ater	Baltic rush
Juncus bufonius	Toad rush
**Juncus effusus*	Soft rush

Poaceae (Gramineae) - Grass Family

**Aira caryophyllea*	Silver European hairgrass
**Avena fatua*	Wild oat
**Briza minor*	Small quaking grass
**Bromus diandrus*	Ripgut grass
**Bromus hordeaceus*	Soft chess
**Cynodon dactylon*	Bermudagrass
Elymus triticoides subsp. triticoides	Creeping wildrye
**Festuca myuros*	Rattail sixweeks grass
**Festuca perennis*	Italian ryegrass
**Hordeum marinum subsp. gussoneanum*	Mediterranean barley
**Hordeum murinum*	Wall barley
**Paspalum dilatatum*	Dallis grass
Paspalum distichum	Knotgrass
**Phalaris aquatica*	Harding grass
**Poa annua*	Annual bluegrass
**Polypogon monspeliensis*	Annual beard grass

Typhaceae - Cattail Family

Typha latifolia	Broad-leaved cattail

* Indicates a non-native species

Appendix B.
Potentially-Occurring Special-Status Plants in the Region of the Napa County Airport Terminal Study Area

Appendix B

Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Apiaceae (Umbelliferae)				
Cicuta maculata bolanderi Bolander's waterhemlock	Fed: - State: - CNPS: Rank 2B.1	July-September	Marshes and swamps (coastal, fresh, or brackish). 0 to 200 meters.	None. No suitable habitat. Study area lacks coastal wetlands.
Eryngium jepsonii Jepson's coyote thistle	Fed: - State: - CNPS: Rank 1B.2	April-August	Clay. Valley and foothill grassland. Vernal pools.	None. No suitable habitat. Study area lacks vernal pools.
Lilaeopsis masonii Mason's lilaeopsis	Fed: - State: CR CNPS: Rank 1B.1	April-October	Marshes and swamps (brackish or freshwater); riparian scrub.	None. No suitable habitat. Study area lacks intertidal marshes.
Asteraceae (Compositae)				
Balsamorhiza macrolepis Big-scale balsam-root	Fed: - State: - CNPS: Rank 1B.2	March-June	Cismontane woodland; valley and foothill grassland; [sometimes serpentinite].	None. No suitable habitat. Study area lacks savannah habitat and undisturbed grassland.
Blennosperma bakeri Sonoma sunshine	Fed: FE State: CE CNPS: Rank 1B.1	February-April	Valley and foothill grassland (mesic); vernal pools.	None. Study occurs outside the known range of the species.
Blepharizonia plumosa Big tarplant	Fed: - State: - CNPS: Rank 1B.1	July-October	Valley and foothill grassland.	None. No suitable habitat. Study area lacks dry slopes in grassland.

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Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Centromadia parryi congdonii Congdon's tarplant	Fed: - State: - CNPS: Rank 1B.1	May-November	Valley and foothill grassland (alkaline).	None. No suitable habitat. Study area lacks alkaline soils.
Centromadia parryi parryi Pappose tarplant	Fed: - State: - CNPS: Rank 1B.2	May-November	Coastal prairie; meadows and seeps; marshes and swamps; vernally wet grassland (sometimes alkaline).	None. No suitable habitat. Study area lacks alkaline soils.
Helianthella castanaea Diablo helianthella	Fed: - State: - CNPS: Rank 1B.2	April-June	Broadleafed upland forest; chaparral; cismontane woodland; coastal scrub; riparian woodland; valley and foothill grassland.	Unlikely. Occurs in open grasslands, but not observed in any field survey on the site.
Hemizonia congesta congesta Pale yellow hayfield tarplant	Fed: - State: - CNPS: Rank 1B.2	April-November	Valley and foothill grassland. 20 to 560 meters.	Unlikely. Occurs in open grasslands, but not observed in any field survey on the site.
Holocarpha macradenia Santa Cruz tarplant	Fed: FT State: CE CNPS: Rank 1B.1	June-October	Coastal prairie; valley and foothill grassland; [often clay].	None. No suitable habitat. Study area lacks sparsely-populated hard-packed clayey areas.
Isocoma arguta Carquinez goldenbush	Fed: - State: - CNPS: Rank 1B.1	August-December	Valley and foothill grassland (alkaline).	None. No suitable habitat. Study area lacks alkaline soils.
Lasthenia conjugens Contra Costa goldfields	Fed: FE State: - CNPS: Rank 1B.1	March-June	Valley and foothill grassland (mesic); vernal pools.	None. No suitable habitat. Study area lacks wetlands.

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Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Lessingia hololeuca Woolly-headed lessingia	Fed: - State: - CNPS: Rank 3.	June-October	Coastal scrub; lower montane confierous forest; valley and foothill grassland; [clay, serpentinite].	None. Usually occurs in woody habiat that is not present within study area.
Micropus amphibolus Mount Diablo cottonweed	Fed: - State: - CNPS: Rank 3.2	March-May	Broad-leaf upland forest; cismontane woodland; valley and foothill grassland. [rocky]	None. No suitable habitat. Study area lacks thin, shallow volcanic soils.
Senecio aphanactis Chaparral ragwort	Fed: - State: - CNPS: Rank 2B.2	January-April	Foothill woodland; coastal scrub; (alkaline).	None. No suitable habitat. Study area lacks alkaline soils.
Symphyotrichum lentum Suisun Marsh aster	Fed: - State: - CNPS: Rank 1B.2	August-November	Marshes and swamps (brackish and fresh water)	None. No suitable habitat. Study area lacks marsh habitat.
Campanulaceae				
Downingia pusilla Dwarf downingia	Fed: - State: - CNPS: Rank 2B.2	March-May	Vernal pools and seasonal wetlands.	None. No suitable habitat. Study area lacks vernal pools.
Legenere limosa Legenere	Fed: - State: - CNPS: Rank 1B.1	April-June	Vernal pools and seasonal wetlands.	None. No suitable habitat. Study area lacks vernal pools.

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Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Caryophyllaceae				
Spergularia macrotheca longistyla Sand-spurrey	Fed: - State: - CNPS: Rank 1B.2	February-May	Alkaline. Meadows and seeps. Marshes and swamps	None. No suitable habitat. Study area lacks alkaline, wetlands.
Chenopodiaceae				
Extriplex joaqinana San Joaquin spearscale	Fed: - State: - CNPS: Rank 1B.2	April-September	Chenopod scrub; meadows; valley and foothill grassland; [alkaline].	None. No suitable habitat. Study area lacks alkaline areas.
Cyperaceae				
Carex lyngbyei Lyngbye's sedge	Fed: - State: - CNPS: Rank 2B.2	May-August	Marshes or swamps (brackish or freshwater)	None. No suitable habitat. Study area lacks brackish wetlands.
Fabaceae (Leguminosae)				
Astragalus tener tener Alkali milkvetch	Fed: - State: - CNPS: Rank 1B.2	March-June	Playas; valley and foothill grassland (adobe clay), vernal pools (alkaline).	None. No suitable habitat. Study area lacks alkaline flats.
Lathyrus jepsonii jepsonii Delta tule pea	Fed: - State: - CNPS: Rank 1B.2	May-September	Marshes and swamps (freshwater and brackish).	None. No suitable habitat. Study area lacks estuarine marshes.
Trifolium amoenum Showy Indian clover	Fed: FE State: - CNPS: Rank 1B.1	April-June	Coastal bluff scrub; Valley and foothill grassland (sometimes serpentinite)	None. No suitable habitat. Study area lacks wet areas. No known occurrences within study area.

Appendix B

Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Trifolium hydrophilum Saline clover	Fed: - State: - CNPS: Rank 1B.2	April-June	Marshes and swamps; valley and foothill grassland (mesic, alkaline); vernal pools. 0-300 m.	None. No suitable habitat. Study area lacks salt marshes.
Liliaceae				
Calochortus pulchellus Mt. Diablo fairy lantern	Fed: - State: - CNPS: Rank 1B.2	April-June	Chaparral; cismontane woodland; valley and foothill grassland.	None. No suitable habitat. Study area lacks shaded/wooded slopes.
Fritillaria liliacea Fragrant fritillary	Fed: - State: - CNPS: Rank 1B.2	February-April	Coastal prairie; coastal scrub; valley and foothill grassland; [often serpentinite].	Unlikely. Marginal habitat in grassy areas that are regularly mowed. Not detected during field surveys.
Orobanchaceae				
Castilleja affinis neglecta Tiburon paintbrush	Fed: FE State: CT CNPS: Rank 1B.2	April-June	Valley and foothill grassland [serpentinite]	None. No suitable habitat occurs within study area.
Chloropyron molle molle Soft salty bird's-beak	Fed: FE State: CR CNPS: Rank 1B.2	July-September	Marshes and swamps (coastal salt).	None. No suitable habitat. Study area lacks marsh habitats.
Polemoniaceae				
Leptosiphon jepsonii Jepson's leptosiphon	Fed: - State: - CNPS: Rank 1B.2	March-May	Chaparral; cismontane woodland (usually volcanic).	None. No suitable habitat. Study area lacks chaparral.

Appendix B

Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Polygonaceae				
Eriogonum luteolum caninum Tiburon buckwheat	Fed: - State: - CNPS: Rank 1B.2	June-September	Chaparral; coastal prairie; valley and foothill grassland; [serpentinite].	None. No suitable habitat. Study area lacks serpentinite.
Polygonum marinense Marin knotweed	Fed: - State: - CNPS: Rank 3.1	June-August	Marshes and swamps (coastal salt).	None. No suitable habitat. Study area lacks coastal salt marsh.
Rhamnaceae				
Ceanothus purpureus Holly-leaf ceanothus	Fed: - State: - CNPS: Rank 1B.2	February-April	Chaparral (volcanic).	None. No suitable habitat. Study area lacks volcanic substrate.
Thymelaeaceae				
Dirca occidentalis Western leatherwood	Fed: - State: - CNPS: Rank 1B.2	January-April	Chaparral; riparian, broadleaf, and coniferous woodlands and forests; [mesic locations].	None. No suitable habitat. Study area lacks shaded slopes.

Appendix B

Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site

***Status**

Federal:
FE - Federal Endangered
FT - Federal Threatened
FPE - Federal Proposed Endangered
FPT - Federal Proposed Threatened
FC - Federal Candidate
FSS - Forest Service Sensitive
FSW - Forest Service Watchlist

State:
CE - California Endangered
CT - California Threatened
CR - California Rare
CSC - California Species of Special Concern

CNPS (California Native Plant Society - List.RED Code):
Rank 1A - Extinct
Rank 1B - Plants rare, threatened, or endangered in California and elsewhere
Rank 2A- Plants extinct in California, but more common elsewhere
Rank 2B - Plants rare, threatened, or endangered in California, more common elsewhere
Rank 3 - Plants about which more information is needed, a review list
Rank 4 - Plants of limited distribution, a watch list
RED Code
1 - Seriously endangered (>80% of occurrences threatened)
2 - Fairly endangered (20 to 80% of occurrences threatened)
3 - Not very endangered (<20% of occurrences threatened)

Appendix C.
Potentially-Occurring Special-Status Animals in the Region of the Napa County Airport Terminal Study Area

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
Invertebrates			
Vernal pool fairy shrimp *Branchinecta lynchi*	Fed: FT State: - Other: -	Vernal pools and other temporary bodies of water in southern and Central Valley of California. Most common in smaller grass or mud bottomed swales or basalt flow depression pools in unplowed grasslands.	None. No suitable habitat present within study area. Species found in one vernal pool located well outside the boundary of the study area and the local watershed for this project.
Conservancy fairy shrimp *Branchinecta conservatio*	Fed: FE State: - Other: -	Endemic to the Central Valley and southern coastal regions of California. Prefers larger, turbid, cool-water vernal pools located in alluvial swales.	None. No populations are located near the study area. Species was not detected during previous surveys conducted in 1993.
California freshwater shrimp *Syncaris pacifica*	Fed: FE State: CE Other: -	Endemic to Marin, Napa, and Sonoma counties in low gradient streams with moderate to heavy riparian canopy. Needs shallow pools away from the main stream flow. Prefers undercut banks with exposed roots.	None. No suitable habitat present within the study area.
Insects			
Valley elderberry longhorn beetle *Desmocerus californicus dimorphus*	Fed: FT State: - Other: *	Requires host plant, elderberry (Sambucus nigra) for its life cycle. Shrubs must have live stem diameters at ground level of 1.0 inch or greater. Occurs in Great Valley and lower foothills.	None. No suitable habitat (host plant) occurs within the study area.
Western bumble bee *Bombus occidentalis*	Fed: State: CE Other: -	Forages on a variety of flowering plants for pollen and nectar.	None. No suitable habitat present due to regular mowing of grassland and maintenance of small landscaped areas.
San Bruno elfin butterfly *Incisialia mossii bayensis*	Fed: FE State: - Other:	Rocky outcrops and ledges, east-facing in coastal scrub on the San Francisco peninsula. Restricted to a few small populations, the largest on San Bruno Mountain. Patchy distribution reflects that of host plant, broadleaf stonecrop (Sedum spathulifolium).	None. No suitable habitat occurs within the study area. Study area outside the range of the species.
Callippe silverspot butterfly *Speyeria callippe callippe*	Fed: FE State: - Other:	Occurs on grassy and shrubby woodlands around San Francisco Bay. Viola pedunculata is the host plant. Males congregate on hilltops.	None. No suitable habitat occurs within the study area.

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
Fish			
Steelhead - Central California Coast ESU *Oncorhynchus mykiss irideus*	Fed: FT State: - Other: -	Central coastal basins from the Russian River, south to Soquel Creek, including San Francisco and San Pablo Bay basins, but excludes the Sacramento-San Joaquin River basins.	None. No suitable habitat occurs within the study area.
Delta smelt *Hypomesus transpacificus*	Fed: FT State: CT Other: -	Endemic to the Sacramento-San Joaquin Delta in coastal and brackish waters. Occurs seasonally in Suisun and San Pablo bays. Spawning usually occurs in dead-end sloughs and shallow channels.	None. No suitable habitat occurs within the study area.
Longfin smelt *Spirinichus thaleichthys*	Fed: FC State: CSC Other:	Endemic to the lower reaches of the Sacramento-San Joaquin River system. Inhabits open waters in the Delta and Suisun Bay. After spawning, larvae are carried downstream to brackish nursery areas.	None. No suitable habitat occurs within the study area.
Sacramento splittail *Pogonichthys macrolepidotus*	Fed: - State: CSC Other:	Found in: (1) the Delta, (2) Suisun Bay, (3) Suisun Marsh, (4) Napa River, (5) Petaluma River, and (6) other parts of the Sacramento-San Joaquin Estuary. Requires flooded vegetation for spawning and rearing.	None. No suitable habitat within study area. Fagan Creek is not a substantial waterway with habitat for spawning and rearing.
Amphibians			
California red-legged frog *Rana draytonii*	Fed: FT State: SSC Other: -	Occurs in lowlands and foothills in deeper pools and slow-moving streams, usually with emergent wetland vegetation. Requires 11-20 weeks of permanent water for larval development.	None. No suitable habitat occurs along the reach of Fagan Creek within the study area.Marginal habitat present along Fagan Creek to the west of the existing perimeter fencing, well beyond the boundary of the study area. No individuals of this species have been
Foothill yellow-legged frog *Rana boylii*	Fed: - State: CC Other: *	Found in partially shaded, shallow streams with rocky substrates. Needs some cobble-sized rocks as a substrate for egg laying. Requires water for 15 weeks for larval transformation.	Unlikely. Very marginal habitat in Fagan Creek
Reptiles			
Western pond turtle *Actinemys marmorata*	Fed: - State: SSC Other: -	Inhabits ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. Needs suitable basking sites and upland habitat for egg laying.	Possible. May occur in slow-moving reaches of Fagan Creek.

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
Green turtle *Chelonia mydas*	Fed: FT State: - Other: -	Mature turtles found in shallow, coastal waters, frequently inshore bays, lagoons and shoals with lush seagrass meadows. Habitats include coral reefs, salt marshes, and nearshore seagrass beds. Eggs laid on beaches.	None. No suitable habitat occurs within the study area.
Alameda striped racer (Alameda whipsnake) *Masticophis lateralis euryxanthus*	Fed: FT State: CT Other:	Occurs primarily in coastal scrub and chaparral. Range is restricted to the inner Coast Range in western and central Contra Costa and Alameda Counties Prefers south-facing slopes with a mosaic of shrubs, trees, grassland, and rock outcrops.	None. No suitable habitat occurs within the study area.
Birds			
White-tailed kite *Elanus leucurus*	Fed: - State: CFP Other: -	Found in lower foothills and valley margins with scattered oaks and along river bottomlands or marshes adjacent to oak woodlands. Nests in trees with dense tops.	Unlikely. Marginal nesting habitat among large trees of creek and nearby eucalyptus.
Northern harrier *Circus cyaneus*	Fed: - State: SSC Other: -	Frequents meadows, grasslands, open rangelands, freshwater emergent wetlands; seldom found in wooded areas. Found in or near freshwater and salt marshes. Nests on the ground in shrubby vegetation near marsh edge.	None. Study area lacks nesting habitat.
Swainson's hawk *Buteo swainsoni*	Fed: - State: CT Other: *	Breeds in open areas with scattered trees; prefers riparian and sparse oak woodland habitats. Requires nearby grasslands, grain fields, or alfalfa for foraging. Rare breeding species in Central Valley.	Unlikely. Marginal nesting habitat in the taller trees in study area.
Golden eagle *Aquila chrysaetos*	Fed: - State: CFP Other: -	Found in rolling foothill grassland with scattered trees. Nests on cliffs and in large trees in open areas.	None. No suitable habitat present within study area. Site lacks cliffs or other suitable nesting areas.
American peregrine falcon *Falco peregrinus anatum*	Fed: - State: CFP Other: *	Nests on cliffs, banks, dunes, mounds, and tall man-made structures.	None. Site lacks suitable nesting sites.
Yellow rail *Coturnicops noveboracensis*	Fed: - State: CSC Other: *	Highly secretive marsh bird. Grassy marshes, meadows. In summer, favors large wet meadows or shallow marshes dominated by sedges and grasses. Typically in fresh or brackish marsh. Winters mostly in coastal salt marsh.	None. Study area lacks marsh habitat.

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
California black rail *Laterallus jamaicensis coturnculus*	Fed: - State: CT Other: CFP	Inhabits salt, fresh, and brackish water marshes with little daily and/or annual water fluctuations. In freshwater habitats, preference is for dense bulrush and cattails. Several scattered populations documented from Butte Co. to southern Nevada Co.	None. No suitable habitat within study area. Site lacks wetlands that could support this species.
California clapper rail *Rallus longirostris obsoletus*	Fed: FE State: CE Other: -	Inhabits salt water and brackish marshes with tidal sloughs in San Francisco Bay. Prefers dense pickleweed for cover, but forages for invertebrates along mud-bottomed sloughs.	None No suitable nesting habitat within the study area. May be present in saltmarsh located to the west of study area.
Western snowy plover *Charadrius alexandrinus nivosus*	Fed: FT State: CSC Other: -	Prefers sandy beaches, salt pond levees, and shores of large alkali lakes. Requires sandy, gravelly, or friable soil for nesting.	None. No suitable nesting habitat occurs within or near the study area.
California least tern *Sterna antillarum browni*	Fed: FE State: CE Other: *	Breeds colonially along the coast from San Francisco Bay to Northern Baja California. Nests on bare or sparsely vegetated flat substrates, such as beaches, alkali flats, landfills, or paved areas.	None. No suitable nesting habitat occurs within or near the study area
Burrowing owl *Athene cunicularia*	Fed: - State: SSC Other: *	Found in annual grasslands. Nests in burrows dug by small mammals, primarily ground squirrels.	Possible. Study area contains suitable habitat.
Northern spotted owl *Strix occidentalis caurina*	Fed: FT State: CT Other: -	Dense, old growth, multi-layered, mixed conifer, redwood, and Douglas fir habitats with large trees and snags. Sea level to 7,600 feet.	None. No suitable nesting habitat occurs within or near the study area.
Bank swallow *Riparia riparia*	Fed: - State: CT Other: *	Colonial nester near riparian and oher lowland habitats. Requires vertical banks or cliffs with fine-textured, sandy soils near streams, rivers, and lakes.	None. Site lacks vertical banks.
Saltmarsh common yellowthroat *Geothlypsis trichas sinuosa*	Fed: - State: CSC Other:	Resident of freshwater and salt water marshes in the San Francisco Bay region. Requires thick, continuous cover for foraging and tall grasses, tules, or willows for nesting.	None. No suitable habitat. Site lacks marshes.

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
Suisun song sparrow *Melospiza melodia maxillaris*	Fed: - State: CSC Other:	Resident of brackish marshes surrounding Suisun Bay. Prefers cattails, tules, sedges, and pickleweed. Also found in tangles bordering sloughs.	None. No suitable habitat. Site lacks marsh habitat.
San Pablo song sparrow *Melospiza melodia samuelis*	Fed: - State: CSC Other:	Resident of salt marshes along the north side of San Francisco and San Pablo Bays. Inhabits tidal sloughs in the California marshes; nests in grindelia bordering slough channels.	None. No suitable habitat. Site lacks marsh habitat.
Tricolored blackbird *Agelaius tricolor*	Fed: - State: CT Other: CSC	Colonial nester in dense cattails, tules, brambles or other dense vegetation. Requires open water, dense vegetation, and open grassy areas for foraging.	None. Study area lacks suitable nesting habitat.
Yellow-headed blackbird *Xanthocephalus xanthocephalus*	Fed: - State: SSC Other: *	Typically found in fresh and saltwater marshland with emergent vegetation.	None. Study area lacks marsh habitat.
Mammals			
Suisun shrew *Sorex ornatus sinuosus*	Fed: - State: CSC Other:	Inhabits tidal marshes in the northern end of San Pablo and Suisun Bays. Requires dense, low cover of plants, driftwood, and other litter above the mean high tide line.	None. Study area lacks tidal marshes.
Pallid bat *Antrozous pallidus*	Fed: - State: SSC Other: *	Occurs in grasslands, woodlands, deserts & urban habitats; open habitat required for foraging. Common in dry habitats with rocky outcrops, cliffs, and crevices for roosting. Roosts include caves, mines, bridges & occasionally hollow trees, buildings.	None. Study area lacks suitable roosting sites.
Big free-tailed bat *Nyctinomops macrotis*	Fed: - State: CSC Other:	Low-lying arid areas in Southern California. Need high cliffs or rocky outcrops.	None. Study area lacks suitable roosting sites.
Saltmarsh harvest mouse *Reithrodontomys raviventris*	Fed: FE State: CE Other: CFP	Inhabits saline emergent wetlands in the San Francisco Estuary. Prefers pickleweed marshes. Requires higher areas for escaping high water.	None. No suitable habitat within study area. Historically documented along the Napa River and Fagan Marsh to the west. May be present in saltmarsh communities located to the west of study area

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
American badger *Taxidea taxus*	Fed: - State: CSC Other: -	Occurs in dry, open soils in herbaceous, shrub, and forest habitats. Needs friable, uncultivated soil. Preys on rodents.	None. Study area lacks sopen undisturbed areas for denning.

***Status**

Federal:
FE - Federal Endangered
FT - Federal Threatened
FPE - Federal Proposed Endangered
FPT - Federal Proposed Threatened
FC - Federal Candidate
FPD - Federal Proposed for Delisting

State:
CE - California Endangered
CT - California Threatened
CR - California Rare
CC - California Candidate
CFP - California Fully Protected
CSC - California Species of Special Concern

Other:
Some species have protection under the other designations, such as the California Department of Forestry Sensitive Species, Bureau of Land Management Sensitive Species, U.S.D.A. Forest Service Sensitive Species, and the Migratory Bird Treaty Act. Raptors and their nests are protected by provisions of the California Fish and Game Code. Certain areas, such as wintering areas of the monarch butterfly, may be protected by policies of the California Department of Fish and Game.
WL - CDFG Watch List

KANSAS CITY
(816) 524-3500

237 N.W. Blue Parkway
Suite 100
Lee's Summit, MO 64063

PHOENIX
(602) 993-6999

4835 E. Cactus Road
Suite 235
Scottsdale, AZ 85254

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
TERMINAL AREA REDEVELOPMENT PROJECT
NAPA COUNTY AIRPORT
September 2020

	Measure	Timing of Mitigation	Review/ Approval	Completion Date
AIR QUALITY				
AQ-1	To avoid exceeding the BAAQMD threshold for ROGs (54 pounds per day), low-volatile organic compound (VOC) paint and interior building materials shall be used during the painting/finishing phase of the Proposed Project. Per BAAQMD recommendations, such measures include using low-VOC interior paint (VOC level of 50 grams per liter [g/L] or less) and using low-VOC or recycled materials for interior finishes.	During construction	Airport staff	
AQ -2	BMPs recommended by BAAQMD (per U.S. EPA) to reduce fugitive dust emissions shall be implemented: 1. Soil stabilization shall occur by applying water for a short-term solution or applying dust suppressants or vegetative cover for a long-term solution; 2. Carryout and takeover materials (such as dirt/demolition spoils and other construction waste which fall from trucks onto roads) shall be cleaned daily and immediately if material spills occur more than 50 ft from the exit point of the project site. Appropriate clean-up methods require the complete removal and cleanup of mud and dirt from the paved surfaces and shoulders; 3. Dust control for unpaved vehicle and equipment traffic areas and speed limit signs to 15 miles per hour (mph) or less shall be posted every 500 ft; and 4. Recordkeeping shall be used to document compliance with the rules and notate all dust control measures utilized on-site. Records are to be kept for one year following the end of "dust-generating" activities.	During construction	Airport staff	
AQ-3	Regulations outlined in the CARB handbook *In-Use Off-Road Diesel-Fueled Fleets Regulations* (2016), which applies to all self-propelled off-road vehicles that are 25 horsepower (hp) or more as well as most two-engine vehicles, shall be required. The purpose of this regulation is to reduce emissions of NO_x and particulate matter by: • Limiting unnecessary idling of vehicles to five minutes; • Requiring all vehicles to be reported to CARB and labeled; • Restrictions on adding vehicles older than January 1, 2004, to the fleet; and • Requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing Verified Diesel Emission Control Strategies, such as exhaust retrofits.	During construction	Airport staff	
AB 52 CONSULTATION - AGREED TO TRIBAL REQUESTS (Yocha Dehe Wintun Nation)				
1.	The project will include a pre-construction cultural sensitivity training under the direction of the Yocha Dehe Wintun Nation prior to the commencement of construction activity.	Prior to ground disturbance	Airport staff	
2.	On-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal, will be conducted.	During construction	Airport staff	

EXHIBIT I

REQUIRED FEDERAL CLAUSES

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Lessee") agrees as follows:

1. **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** The Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of the Lessee's noncompliance with the Non-discrimination provisions of this contract, the County will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six of this Exhibit I, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any contract or procurement as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Lessee may request the County to enter into any litigation to protect the interests of the County. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. **Real Property Acquired or Improved Under the Airport Improvement Program.** The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. **Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, the Lessee , for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

x. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. **General Civil Rights Provision.** The Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. **Right of Re-entry**. In the event of breach of any of the above Nondiscrimination covenants, the County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. **Subcontracts.** The Lessee agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which the Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

EXHIBIT "J"

SCOPE OF WORK

LICENSEE shall provide the following services with respect to the installation, operation, and maintenance of the Facility:

I. DESCRIPTION OF SERVICES

LICENSEE will install, maintain, and operate, a 4,000 gallon above ground skid mounted Avgas storage tank and will provide continuous, uninterrupted service 24 hours a day, 7 days a week, 365 days a year. When the self-serve system is scheduled or down for maintenance, LICENSEE will provide fueling, through their fuel trucks at self-serve prices. LICENSEE shall actively pursue converting from 100LL to an unleaded fuel as soon as practicable, or as directed by County.

Tank Equipment

Tank will be a cylindrical, 4,000 gallon, horizontal, above ground, skid mounted tank with built in spill containment. Construction and insulation will meet UL-2085 requirements for a fire protected fuel storage tank and will include:

a) Internal epoxy coating per industry standards
b) Pressure/vacuum vent with stage 1 vapor recovery per local, state, and county environmental protection agency regulations
c) Product and secondary tank emergency vents
d) Tank access man-way for regular tank inspection and cleaning
e) Fill tube with mechanical high level shut-off valve
f) Electronic interstitial and product quantity monitoring and verifiable high level alarm
g) OSHA approved ladder and walkway
h) All required product and safety warning decals meeting API (American Petroleum Institute), DOT (Department of Transportation), NFPA (National Fire Protection Agency), and EPA (Environmental Protection Agency) standards.

Safety Equipment

a) LICENSEE will modify their current SPCC (Spill Prevention Containment and Control) plan to include the Self-Fueling facility. (See attached Emergency Response Plan Index at Exhibit C)
b) The Spill Kit will include absorbent pads, dry sweep, and absorbency socks to protect storm drains and runoff.
c) Spill absorbent material will be available at both the dispensing and receiving locations of the tank.
d) A telephone system will be installed for contacting LICENSEE if assistance is required.
e) The emergency shut-off, will be clearly marked, and will be located a safe distance from the fueling equipment.
f) Two (2) 20 lb BC dry chemical extinguishers will be located near the tank and hose reel cabinet, as required by LICENSEE's safety program.

g) Additional equipment will include: 6-ft safety A-grade rubber footed fiberglass ladder, fuel containment kit, window cleaning solution with paper dispenser, phone, lighting, garbage can, and rubber chocks to prevent aircraft runaways.
h) Quality Control Tank Sump Log on site, maintained by LICENSEE.
i) Fuel spill response procedures will be locate next to the tank for emergencies, complete with emergency response and vendor phone numbers. (LICENSEE, Fire Department, Air BP.)

Fuel Receiving Equipment

a) 150 gpm transport receiving, fueling pump and filter
b) Static bonding and grounding cable
c) Tank monitor indicating fuel level
d) Quality control equipment storage cabinet
e) 3" product receiving hose
f) Hose storage tube
g) 3" aluminum low-fill plumbing tube with check valve
h) 3" aluminum cam and groove fitting with lockable dust cap
i) 4" aluminum, stage 1, vapor plumbing tube
j) Off loading spill containment container
k) Transportation off-loading instruction placard

Fuel Dispensing Equipment

a) Avgas suitable product dispenser and pump
b) Floating suction with permanently lubricated swivel
c) Stainless steel plumbing
d) Water absorbing IP qualified, filter with differential pressure gauge and ½" drain
e) Aviation fueling hose (1 ¼ " ID) meeting API-1529 Type C and NFPA 407 requirements
f) OPW 295SA Fueling nozzle (1") with 100 mesh strainer
g) Electric rewind hose reel with non-ferrous fuel flow path
h) Static bonding reel with heavy duty clamp
i) Bottom loading refueler hose and coupler
j) Loading refueler deadman device
k) Spill containment container for loading refueler
l) Self-Fueling and loading refueler instruction placards
m) "Lead Hazard" warning label

Quality Control Requirements

a) Piping material: The new facilities will have stainless steel, or aluminum piping.
b) Tank material: The new steel tank will be epoxy coated.
c) Tank: The aboveground storage tank will have ladders and walkways as per OSHA and will meet all NFPA and local fire codes.
d) Filtration: Avgas: A 1 micron filter monitor will be used for delivery into storage or a refueler. For delivery into storage only, a 200 mesh strainer would be used. All filters and monitors will have a water drain point that is checked daily. Pressure differential gauges are required on filters seeing flows of 100 gpm and more, and

will be installed. Systems below 100 gpm require change indicators. These will be check daily. Filters seeing flows of 100 gpm and more require both air eliminators and thermal relief valves. Systems below 100 gpm require manual air eliminators only. Direct reading piston type differential pressure gauges that read the range from 0-30 psi shall have a low point drain to enable a full deflection test.

e) Drain/sump: The storage tank will have a method to remove water from the tank low point. Permanently affixed thief pumps will have a stainless steel suction line to within ¼ " of the tank bottom.

f) Venting: The Avgas tank will have a PV vent, insuring air quality. Flame arrestors are not required.

g) Meters: Calibrated meters are required for measurement of product dispensed/sold into aircraft as per local standards and will be installed. Calibration is done annually by the County Weights and Measurement Department.

h) Hose: Will be Air BP approved and meet API 1529 and NFPA 407 and will be on an ongoing inspection program. These are checked daily.

i) Overwing nozzles: Will be a grade selective and a 1"-1.5" cylindrical spout for Avgas. The nozzles will be color coded to the correct grade of fuel as per API 1542. No hold open latches are permitted. They will have a 100 mesh strainer.

j) Vehicle Loading: All refueler vehicles will be bottom loaded per local regulations.

k) Bonding: Bonding cable and clips are required and will be utilized for all fuel transfers, transport delivery, refueler loading, and fueling into aircraft. (Also called grounding straps.)

l) Fire Extinguishers: Two (2) 20 lb BC dry chemical extinguishers will be installed.

m) Color Coding and Signage: All equipment will be color coded as per API 1541.

n) Record Keeping: Product Receipt and Fixed Facility checklists will be used and kept on file for a minimum of 3 years.

o) Emergency Shut Off: A well labeled emergency shut off switch that shuts off electricity will be installed as per NFPA 407.

p) Offload Containment: The facilities will have sufficient containment for the largest spill.

q) High Level Shutoff: The storage tank will have a high level shut off that provides positive shut down and can be tested.

r) Ullage: All storage tanks must have a method to determine the depth of product and a conversion chart to determine that sufficient ullage is present to safely allow a fuel delivery.

Tank Commissioning

Fuel systems will be fully commissioned and tested prior to the deliver of aviation fuel into an aircraft. Industry, as well as Air BP approved procedures and checklists will be used to assure successful commissioning.

Full commissioning will always be carried out on all equipment prior to use. Existing equipment will be regularly commissioned. This includes, but is not limited to, maintenance, fuel grade changes, or the transfer of equipment to a new location.

The commissioning installation process includes the following procedures:

a) Progressive equipment checking during flow test. Insure all filter and tank water drains are cleared of any water/dirt or other debris. Check all safety systems for proper operations.
b) Soak the tank for a minimum of three (3) days with Air BP approved epoxy or ten (10) days for unproven epoxies after completing recirculating product through all piping, valves, fittings and fuel hoses. Air BP will obtain the specification of the fuel prior to filling the tank so that these may be compared to the test results of the fuel after the soak test. The "after" sample should be a representative sample that is a composite of top, middle, and bottom. Air BP will maintain these test results for future documentation. If there is a high volume of pipe work, the pipes should also undergo a soak test.
c) Insure any lubricated fittings do not pass lubricants into fuel.
d) Do not use any solvents to clean any equipment that comes in contact with fuel.
e) Insure all fuel sampling equipment is clean prior to use.
f) Compliance check against specification and drawings.
g) Dry run of equipment where possible and where it will not damage the equipment.
h) Fill all piping, hoses, equipment and storage tank with product to be stored in fueling system. Storage tank should be at least 70% fuel. When filling a filter vessel it should be filled at no more than 20% rated flow until vessel is completely full.
i) Pressure test the system to 1.5 times the working pressure of the system or 225 psi for one hour to ensure the integrity of seals on flanges, pipe joints, vents, and valves. Recommended practice is to pressure the tank with the product to be stored in the system, Jet A or Avgas. Water should not be used.
j) Recirculate product through all piping, valves, fittings, and fueling hoses at least 2x rated capacity of storage tank for system discharge rate greater than 100 gpm and 1x for systems with discharge rates equal to or less than 100 gpm. It is important to insure that all aircraft fuel hoses used to refuel fuel trucks or directly to aircraft be included in recirculation effort. Filters should be in vessels during recirculation.
k) After recirculation, check and remove any debris/particles from strainers or knock out vessels.

Tank and Equipment Installation

The self-fueling equipment shall be installed per NFPA (National Fire Protection Association), EPA (Environmental Protection Agency), NEC (National Electrical Code) and local building and fire codes.

a) Concrete pad will be engineered to meet stage 4 seismic requirements.
b) Tank will be installed adjacent to, but not on, the Aircraft Operations Area (AOA), per NFPA #407 requirements.
c) Self Fueling equipment shall be on the AOA end of the tank.
d) Tank fill shall be on the off-airport end of the tank.
e) Tank will be protected by surrounding security fence and concrete bollards.
f) Required electrical service will meet local and national electrical codes.
g) Phone lines will be installed to provide convenient communication ability to LICENSEE.

Credit Card Terminal

a) All major credit cards will be accepted. (Visa, MasterCard, American Express, and Diner's Club, as well as, aviation specific cards, AV Card, Air BP Cards and Multi-Service Card)
b) Accepts proprietary LICENSEE-issued cards with discount abilities.
c) Accepts Air BP cards which will also provide rebate and discount abilities.
d) Interfaces with MS Windows-based fuel management software programs.
e) Provides vital inventory and management reports.

Signs and Placards

a) API (American Petroleum Institute) 1541, DOT (Department of Transportation) and EPA required signage with color coded labels indicating fuel grade octane, emergency shut off procedures, no smoking, and hazardous materials will be visibly mounted.
b) Lighted sign indicating fuel brand (Air BP) and Bridgeford as responsible FBO.

Lighting

Tanks and leasehold will include lighting for after-dusk fueling, which will include automatic down lighting to avoid any interference with airport operations.

Direct Telephone Service to LICENSEE

Telephone access will be available for communication to LICENSEE.

Location

The location of the self-serve facility will be approximately 110 yards north of the Napa County Airport Office building. (See Exhibit A-1)

Time Line

Estimated completion will take eleven (11) weeks, after required permitting approvals.

Major Project Phase	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk10	Wk11
Final Design and Permitting											
Build Tank											
Site Prep (ground, fending, etc.)											
Electrical & Phone Installation											
Pour Concrete Pad											
Concrete Cure											
Tank Installation											
Tank and Systems Testing											
Light Fixtures & Sign Installation											
Commission and Release											

GUARANTY OF PERFORMANCE

This GUARANTY OF PERFORMANCE ("Guaranty") is entered into as of _____, 2022, by **Atlantic Aviation FBO, Inc.**, a Delaware corporation ("Guarantor"), whose address is 5201 Tennyson Parkway, Suite 150, Plano, TX 75024, for the benefit of the Napa County, a political subdivision of the State of California, ("County"), with reference to the following facts:

A. County and Napa Jet Center, Inc. dba Atlantic Aviation, a corporation organized under the laws of the State of California ("Lessee"), are parties entering into that certain Fixed Base Operations ("FBO") Ground Lease, License, and Operating Agreement, of even date hereof (the "FBO Lease").

B. Guarantor and Lessee are under common ownership and control and have business relationships between them. Guarantor will derive direct and indirect economic benefit from Lessee entering into the FBO Lease.

C. County is relying on Guarantor's industry reputation, experience, and financial strength, as an incentive to enter into the FBO Lease with Lessee. County is requiring Guarantor to execute and deliver this Guaranty as a condition of entering into the FBO Lease with Lessee.

NOW, THEREFORE, for value received, Guarantor and County hereby agree, and Guarantor makes guaranties to County, as follows.

1. The Recitals above are true and are incorporated into and are a part of this Guaranty.

2. Guarantor unconditionally and irrevocably guarantees, without deduction by reason of setoff, defense, or counterclaim, to County and its successors and assigns the full and punctual payment, performance, and observance by Lessee, of all the terms, covenants and conditions in the FBO Lease contained on Lessee's part to be paid, performed, or observed. If Lessee shall at any time default in the payment, performance, or observance of any of the terms, covenants, or conditions in the FBO Lease contained on Lessee's part to be paid, performed, or observed, Guarantor shall pay, perform, and observe same, as the case may be, in the place and stead of Lessee.

3. Any act of County, or its successors or assigns, consisting of a waiver of any of the terms, covenants or conditions of the FBO Lease, or the giving of any consent to any manner or thing relating to the FBO Lease, or the granting of any indulgences or extensions of time to Lessee, may be done without notice to Guarantor and without releasing Guarantor from any of its other obligations hereunder. No delay, omission, or waiver on any one occasion will be deemed to be a bar to or a waiver of the same or any other right on any further occasion.

4. The liability of Guarantor hereunder shall in no way be affected by, and Guarantor hereby waives any defense arising by reason of: (a) the release or discharge of Lessee in any creditor's receivership, bankruptcy or other proceeding; (b) the exercise by County of any of its rights or remedies reserved under any of the FBO Lease or by law; (c) the amendment, renewal, extension, or termination of the FBO Lease, or (d) the sale or transfer of ownership of Lessee pursuant to Section 12 of the FBO Lease.

5. Guarantor may be joined in any action against Lessee in connection with said obligations of Lessee and recovery may be had against Guarantor hereunder. Guarantor further waives any defense arising by reason of: (a) the forbearance by County from the strict and timely enforcement of any of County's rights under the Lease; or (b) any defense to liability under this Guaranty based upon Guarantor's inability to exercise any right of subrogation to the rights of County against Lessee. Guarantor specifically agrees that Guarantor shall not be released from liability hereunder by any action taken unilaterally by Lessee.

6. Guarantor hereby agrees to deliver to County and any lender or buyer designated by County such financial statements of Guarantor as may be reasonably requested by County.

7. This Guaranty shall apply to the FBO Lease, any extension, renewal, modification, or amendment thereof and to any assignment or holdover term following the term granted under the FBO Lease. In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of Guarantor's liability hereunder, other than as expressly provided herein, then Guarantor shall be deemed to be a tenant under the FBO Lease with the same force and effect as if Guarantor were expressly named as a joint and several Lessee therein with respect to the obligations of Lessee thereunder hereby guaranteed,

8. Except as federal law may apply, the parties agree that this Guaranty shall be governed and construed by and according to the laws of the State of California without regard to the conflicts or choice of law provisions thereof. In the event that suit, action or proceeding shall be brought by either party under this Agreement, the parties agree that jurisdiction over such proceeding shall be vested in the state courts of California in the County of Napa or in the United States District Court in the Northern District of California.

9. All terms and provisions of this Guaranty shall be binding upon and inure to the benefit of County and Guarantor and their respective heirs, legal representatives, successors, and assigns.

10. The manner and form of all notices hereunder shall be the same as that specified for notices under the Lease. Any and all notices and/or documents required or desired to be delivered hereunder will be in writing and will be delivered by personal delivery or by mailing copies thereof by certified mail, return receipt requested, postage prepaid, to the following addresses:

to Guarantor at:

Atlantic Aviation FBO, Inc.
5201 Tennyson Parkway, Suite 150
Plano, TX 75024
Attn: General Counsel

to County:

Napa County Public Works Department
1195 Third St., Ste. 101
Napa, CA 94559
Attention: Director of Public Works

with a copy to:

Napa County Airport
2030 Airport Rd.
Napa, CA 94558
Attention: Airport Manager

Delivery will be deemed to be made either on the date personally delivered or five (5) calendar days after deposit in the United States mail of the same as certified mail, addressed as provided above. The address to which notices are to be delivered may be changed by giving written notice of such change in accordance with this notice provision.

11. This Guaranty may be executed in any number of counterparts, all of which together will constitute one and the same instrument. Copies of signatures transmitted by facsimile or electronic transmission will be deemed original signatures for all purposes.

12. Except as provided in any other written agreement now or at any time hereafter in force between County and the Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with County with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon County unless expressed in this Guaranty.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by the is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Atlantic Aviation FBO, Inc., through its duly authorized officers.

ATLANTIC AVIATION FBO, INC., a Delaware corporation

By: _____
Louis T. Pepper, President & CEO

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ Deputy County Counsel Date: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

GROUND LEASE, LICENSE, AND OPERATING AGREEMENT

BETWEEN

NAPA COUNTY and SKYSERVICEUS CALIFORNIA LLC

NAPA COUNTY AGREEMENT NO. 230234B

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GROUND LEASE, LICENSE, AND OPERATING AGREEMENT

This Ground Lease, License, and Operating Agreement ("Agreement") dated this _____ day of _____ 2022 (the "Effective Date") is made by and between NAPA COUNTY, a political subdivision of the State of California, ("County") and SKYSERVICEUS CALIFORNIA LLC, a Delaware limited liability company authorized to do business in the State of California ("Lessee") and subsidiary of LEADING EDGE JET MIDCO LLC, dba SKYSERVICE US, a Delaware company.

RECITALS

WHEREAS, County is the owner and operator of the Napa County Airport ("Airport"); and

WHEREAS, County is empowered to grant the right and privilege to be a Fixed Base Operator at the Airport; and

WHEREAS, County is obligated by its Federal Aviation Administration (FAA) Grant Assurances to among other things, be as financially self-sustaining as possible, promote competition, and not grant exclusive rights; and

WHEREAS, County desires to promote competition in the Fixed Base Operator business and further the goals of those FAA Grant Assurances through the execution of this Lease; and

WHEREAS, Lessee understands and agrees with the County's intent to allow for competition of aeronautical service providers as encouraged by the FAA, and Lessee shall compete with, and not seek to merge, acquire, or otherwise control the County's other Fixed Base Operator, its successors, or assigns, or any other Fixed Base Operator that the County may, in its sole discretion, authorize to engage in such business at the Airport; and

WHEREAS, Lessee desires to receive the privilege of leasing the Premises and operating a FBO, as more particularly described herein;

NOW THEREFORE, in consideration of the terms, conditions, covenants and provisions contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions

Unless more precisely defined within this Agreement, capitalized terms shall have the meanings set forth in the Napa County Airport Rules and Regulations adopted by Napa County Ordinance No. 1437 on June 7, 2019. The following words, terms, or phrases, wherever used in this Agreement, shall, for the purpose of this Agreement, have the meanings set forth below, unless this Agreement clearly indicates otherwise:

1.1. **Activity Fee(s)**

Activity Fee(s) means any reasonable fees or charges imposed by County on any and all classes of persons, firms, or organizations for the privilege of using the Airport Operations Area (e.g., landing fees and parking fees), or of entering upon the Airport to conduct business thereon, (e.g., use fees), which fees and charges are imposed on a nondiscriminatory basis for the privilege of using or entering upon the Airport. The term "Activity Fees" shall, for purposes of this Agreement, be the fees and charges referenced in Section 5.5 below. The amounts of Activity Fees shall be determined in accordance with fee schedules adopted by the Napa County Board of Supervisors, or if there is no applicable fee adopted, then pursuant to agreement of the Parties.

Lessee's payment of Activity Fees shall not affect Lessee's obligation to pay the Rent, any other Fees, and Charges as provided in this Agreement.

1.2. **Adjacent FBO**

Adjacent FBO means the FBO with a ground lease, license, and operating agreement for the areas on Exhibit A depicted as the South FBO.

1.3. **Agreement**

Agreement means this Ground Lease, License, and Operating Agreement between County and Lessee.

1.4. **Airport**

Airport or APC means the Napa County Airport, located in unincorporated Napa County, together with any appurtenant properties and/or facilities associated therewith, as the same may from time to time be enlarged, diminished, or otherwise modified.

1.5. **Air Operations Area**

Air Operations Area ("AOA") means those airfield/airside areas inside of the perimeter secured boundary of the Airport utilized for runways, taxiways, ramps, aprons, and movement of aircraft, as said areas may now exist or as they may be modified.

1.6. **Base Rent / Primary Premises Rent / Pioneering Period Rent / Non-Exclusive License Area Fee**

Base Rent means the combined total of Primary Premises Rent, Pioneering Period Rent, and Non-Exclusive License Area Fee as each is calculated pursuant to this Section and paid by Lessee in accordance with Section 5 of this Agreement.

Primary Premises Rent shall be calculated by using the per square foot rates set forth in Exhibit B-1, as may be administratively amended upon incorporation of legal descriptions of Primary Premises, multiplied by the combined actual square footage of those segments of the Primary Premises defined in Subsections 3.1, 3.3, 3.4, 3.5, and 3.6 that have been transferred to Lessee and incorporated into the Primary Premises pursuant to Section 3. The Primary Premises Rent

shall be subject to a CPI increase annually as of 6-years from the Effective Date and, at County's discretion, by appraisal every 5 years, as set forth in Section 5.2 below.

Pioneering Period Premises Rent, which shall be included in the Base Rent until the Pioneering Period Premises are surrendered to County at the end of the Pioneering Period in accordance with this Agreement, shall be calculated by using the per square foot rates for each portion of the Pioneering Premises as set forth in Exhibit B-2 multiplied by the actual square footage of those respective portions of the Pioneering Premises as set forth in Subsection 3.2. The Pioneering Premises Rent shall be subject to a CPI increase annually as of the Effective Date.

The Non-Exclusive License Area Fee, shall be calculated by using the per square foot rates set forth in Exhibit C-1, as may be administratively amended upon incorporation of legal descriptions of Non-Exclusive License Area, multiplied by the combined actual square footage of those segments of the Non-Exclusive License Area directly abutting those segments of the Primary Premises defined in Sections 3.3, 3.4, and 3.5. The Non-Exclusive License Area Fee is subject to a CPI increase annually as of the Effective Date and, at County's discretion, by appraisal every 5 years, in the same manner as provided for Rent in Section 5.2 below.

1.7. **Board of Supervisors**

Board of Supervisors means the Napa County Board of Supervisors.

1.8. **Business Day**

Business Day means any day other than a Saturday, Sunday, or County holiday when County offices are scheduled to be closed to the public.

1.9. **Certificate of Occupancy**

Certificate of Occupancy means any final certificate of occupancy issued by the County which allows the occupancy and use of a building for its intended purpose.

1.10. **Construction Contract**

Construction Contract means any general contract between Lessee and any general contractor to perform Work at the Premises.

1.11. **County Code**

County Code means the Napa County Code, as amended from time to time.

1.12. **County Fiscal Year**

The accounting period of the County beginning July 1st and ending June 30th.

1.13. **County Relocation Project**

The entire area constituting the Primary Premises shall not be available or transferred to Lessee's possession as of the Effective Date of this Agreement as the County needs to relocate some

existing facilities to ensure ongoing Airport operations. The County's Relocation Project includes the County relocating its existing offices out of the pre-existing terminal building, demolishing the pre-existing terminal building, vacating its storage facilities, ensuring the relocation of the self-serve island, realignment of a section of sanitary sewer main, and relocating the airfield electrical vault and associated electrical lines that run under a portion of the Premises and a rotating beacon. Collectively these County projects shall be known as the County Relocation Project.

1.14. **Days**

Days, unless otherwise specified in this Agreement, shall mean calendar days.

1.15. **Director**

Director shall mean the Director of Public Works who serves as the Director of Aviation, or other position identified during the Term as the Director of Aviation by a future resolution of the Board of Supervisors. The term shall also include the Airport Manager to the extent designated in writing by the Director of Public Works or subsequently named Director of Aviation (to exercise those rights and/or obligations empowered in the Director under this Agreement.)

1.16. **Effective Date**

This Agreement shall be effective as of the date set forth in the Preamble, which shall be the date of execution by the County (the "Effective Date").

1.17. **E & I Costs**

Costs for design review, engineering, construction coordination, and inspections.

1.18. **Environmental Laws**

Environmental Laws means and includes all applicable federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and applicable federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or superlien or environmental clean-up statutes.

1.19. **Event of Default**

Event(s) of Default includes, but is not limited to, those events described in Section 13 of this Agreement.

1.20. **Expiration Date**

Expiration Date means the date thirty (30) years from the Effective Date, subject to option terms

and earlier termination as provided in this Agreement.

1.21. **Fixed Base Operator or FBO**

Fixed Base Operator or FBO has the meaning set forth in the Napa County Airport Rules and Regulations.

1.22. **Force Majeure**

Force Majeure means any act of God (including without limitation fires, explosions, earthquakes, drought, tidal waves and floods); labor strike, lockout, or regional inability to procure fuel, materials, equipment, or labor; riot; local, state or national emergency; pandemic; war or warlike act (including without limitation cyber or physical invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, military or usurped power, or civil war) or terrorist act; contamination, any electrical blackout or brownout for an extended duration; any failure or defect in the supply, quantity or character of electricity or water furnished to rate payers; or other serious incident. Such Force Majeure events and the period of time that the event(s) will have taken place shall be those recognized by the Director in writing.

1.23. **Fuel Flowage Fees**

Fuel Flowage Fee(s) means any fee(s) or charge(s) imposed by County for the privilege of engaging in the retailing or delivery of fuel petroleum products (both aviation and non-aviation type), lubricants, and propellants on the Premises or on authorized locations on the Airport. Any such Fuel Flowage Fee(s) will be established and revised from time to time by the County. Lessee's payment of any such Fuel Flowage Fee(s) shall not be offset against any Rent, fees, or charges otherwise due pursuant to this Agreement, except to the sole extent the Fuel Flowage Fees paid by Lessee are attributed towards meeting the Fuel Flow Minimum Annual Guarantee ("Fuel MAG") set forth in Section 5.6.

1.24. **Hazardous Materials**

Hazardous Materials means any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or become listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court with jurisdiction over the Premises; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

1.25. **Incurable Default**

Incurable Default means a default by Lessee detailed in Sections 13.1.7, 13.1.10, or 13.1.16 that,

notwithstanding any provisions to the contrary in this Agreement, Lessee is not entitled to attempt to cure.

1.26. **Interim Facility**

Interim Facility means any facility approved by the Director intended to satisfy Lessee's requirements during the Pioneering Period. Any Interim Facility shall meet all applicable building and fire codes as evidenced through a building permit issued by the County's Building Division.

1.27. **Large Hangar**

Large Hangar means the 20,000 square feet (SF) commercial hangar situated on a leased area of approximately 58,236 SF located at 3030 Airport Rd. Napa, CA 94558, which is further depicted in Exhibit A-3.

1.28. **Laws**

Laws means all present and future applicable judicial decisions, statutes, laws, ordinances, regulations, building codes, fire codes, Airport Rules and Regulations as amended from time to time, orders and requirements and policies of all governmental authorities including without limitation County, state, municipal, or the federal government including the FAA and federal agencies, and their departments, boards, bureaus, commissions, and officials and such other authority as may have jurisdiction including, without limitation, any regulation or order of a quasi-official entity or body.

1.29. **Leasehold Improvements**

Leasehold Improvements means Lessee's capital improvements to be constructed by Lessee on the Premises pursuant to Section 6 of this Agreement.

1.30. **Lessee Address**

Lessee Address means the following information for notices to Lessee in addition to the notices requirements set forth in Section 39 below:

Name:	Ty Dubay
Title:	Manager
Mail Address:	211 King Street, Suite 310 Charleston, SC 29401
Telephone:	513.720.4882
E-mail Address: (email Notices cannot be used in lieu of Notice Required under Section 39 of this Agreement)	ty_dubay@skyservice.com

1.31. **Minimum Standards**

Minimum Standards means the Airport's General Aviation Minimum Standards adopted May 7, 2019.

1.32. **Non-Exclusive License Areas**

The Non-Exclusive License Areas are those areas depicted in Exhibit A-2 between the Primary Premises and the Adjacent FBO's leasehold and between the Primary Premises and the edge of the Movement Area. The Non-Exclusive License Areas are anticipated to (1) directly benefit Lessee's use of the Premises, and (2) be regularly used by the County, Lessee, Adjacent FBO, and other Airport users. Accordingly, the Non-Exclusive License Areas shall remain under the County's possession throughout the Term. Those Non-Exclusive License Areas (North FBO Non-Exclusive License Areas NE1, NE2, and NE3) with a coincident boundary with the Primary Premises and depicted in Exhibit A-2 by the same name shall be referred to collectively herein as the North FBO Non-Exclusive License Area and each shall be legally defined in Exhibit C. Those Non-Exclusive License Areas (South FBO Non-Exclusive License Areas NE1, NE2, and NE3) with a coincident boundary with the Adjacent FBO and depicted in Exhibit A-2 by the same name shall be referred to collectively herein as the South FBO Non-Exclusive License Area. These naming conventions shall not convey any additional or unique rights over any portion of the Non-Exclusive License Areas and are referenced as such herein solely in connection with the additional fees, reconstruction, striping, and maintenance obligations of those portions of the Non-Exclusive License Area required of Lessee under this Agreement.

1.33. **Party or Parties**

Party or Parties means, as applicable, County and/or Lessee, and their respective permitted successors and assigns.

1.34. **Permitted Activities**

Permitted Activities means Lessee's use of the Premises as provided for in Section 4 of this Agreement.

1.35. **Person**

Person means an individual, a corporation, a limited liability company, a partnership, a joint venture, a trust, or any other legal entity or form of business association.

1.36. **Pioneering Period**

In accordance with Section 1.5 of the Minimum Standards, the County is allowing a Pioneering Period where Lessee can operate for a period of time under terms and conditions less than those set forth within the Airport's Minimum Standards. The Pioneering Period for this Agreement shall run from the Effective Date until 31 months after the Effective Date. The County will diligently pursue completion of the County Relocation Project and both Parties understand the Work on the hangar and terminal required under the Leasehold Improvements cannot begin until the County Relocation Project is completed; however, if the County Relocation Project is not

completed by 16 months after the Effective Date, the Pioneering Period and the dates for Lessee's milestones/requirements set forth in Exhibit F shall each be extended by one day for each day that the Notice of Completion for the County Relocation Project is recorded beyond 16 months after the Effective Date. If delays of the completion of County Relocation Project exceed twelve (12) months, the Parties shall administratively amend this Agreement to reflect such extension of completion of the project and day-for-day extension of the Pioneering Period and dates for Lessee's milestones/requirements set forth in Exhibit F. If such an amendment is necessary, the scope of the amendment shall be limited to changing the duration of the Pioneering Period. The Pioneering Period shall also be extended by one day for each day that a force majeure exists that delays Lessee's Progress of Work.

1.37. **Plans and Specifications**

Plans and Specifications means the plans, blueprints, drawings, and construction specifications prepared by a licensed professional (architect, professional engineer, landscape architect, etc.) to be approved by the County's Building Division for construction of Lessee's Improvements.

1.38. **Rules and Regulations**

Rules and Regulations shall mean those Napa County Airport Rules and Regulations adopted by the Board of Supervisors by ordinance and incorporated into the Napa County Code by reference. The Rules and Regulations in effect at the execution of this lease were adopted by Napa County Ordinance No. 1437 on June 7, 2019.

1.39. **Work**

Work shall mean Lessee's construction, installation, repair, replacement, expansion, alteration, modification, demolition, or removal of any materials or Leasehold Improvements on the Premises.

Section 2. Term

The Term of this Agreement shall commence on the Effective Date and shall continue through the Expiration Date, unless the Agreement is terminated earlier in accordance with the terms of this Agreement. Lessee shall have the option to extend the Lease for up to two (2) consecutive, five (5) year periods (the "Option Terms") provided Lessee is not in default and has met Capital Investment Requirements in Section 6.1.2 of this Agreement. Lessee shall provide written notice of their intent to extend the Agreement no more than twelve (12) months and no less than nine (9) months prior to the Expiration Date. During the Option Terms, rents, fees, and charges shall continue to be adjusted pursuant to Section 5 of this Agreement.

Section 3. Premises

The combination of the Initial Primary Premises, Pioneering Period Premises (until those Pioneering Premises may be surrendered to the County at the end of the Pioneering Period), Supplemental Primary Premises No. 1, Supplemental Primary Premises No. 2, Supplemental Primary Premises No. 3, and Supplemental Primary Premises No. 4 in Lessee's possession pursuant to this Section shall be collectively known as the "Premises." The Premises as depicted

in Exhibit A-1, A-2, and A-3 and described in sections 3.1, 3.3, 3.4, 3.5, and 3.6 are preliminary and approximate. County will have legal descriptions of the Premises (excluding the Pioneering Period Premises) prepared by a licensed surveyor, at County's sole cost and expense, after execution of this Agreement and after submittal by Lessee of 30% civil improvement plans prepared by a professional civil engineer. Through execution of this Agreement, the Parties authorize the Director of Public Works to administratively amend this Agreement by swapping out the exhibits to incorporate the final legal description of Premises as Exhibit B and any resulting changes associated with depictions and Base Rent, Primary Premises Rent, and Non-exclusive License Area Fee in Exhibits A-1, A-2, A-3, B-1 and C-1, that may result from the final calculated areas.

The Premises shall be used by Lessee solely for the Permitted Activities. It is mutually agreed that Lessee's use and occupancy of the Premises is subject to the terms, covenants, and conditions hereof, and that Lessee covenants, as a material part of the consideration of this Agreement, to keep, perform, and observe each and all of said terms, covenants, and conditions.

3.1. **Initial Primary Premises**

The Initial Primary Premises shall consist of 20,000 [APPROXIMATE] square feet identified and generally depicted in Exhibit A as "Fuel Farm Expansion" and in Exhibit A-1. The legal description of the Initial Primary Premises shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3. Subject to the terms and conditions herein, County leases to Lessee, and Lessee leases from County, the Initial Primary Premises from the Effective Date until the Expiration Date plus any Option Term(s).

3.2. **Pioneering Period Premises**

The Pioneering Period Premises shall consist of approximately 5,000 square feet as generally depicted in Exhibit A-2 [with final square footage to be determined by Director] to accommodate Lessee's Interim Facility (terminal building and associated vehicle parking). Subject to the terms and conditions herein, County leases to Lessee, and Lessee leases from County, the Pioneering Period Premises for the Pioneering Period.

3.3. **Supplemental Primary Premises No. 1**

Supplemental Primary Premises No. 1 shall consist of 196,350 [APPROXIMATE] square feet identified as "North FBO – SP1" and generally depicted in Exhibit A-2. The legal description of the Supplemental Primary Premises No. 1 shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3. Subject to the terms and conditions herein, the Supplemental Primary Premises No. 1 shall be a part of Lessee's Premises from the date Lessee completes the Fuel Farm, including all those approvals included in Section 6.4, until the Expiration Date plus any Option Term(s).

3.4. **Supplemental Primary Premises No. 2**

Supplemental Primary Premises No. 2 shall consist of 129,800 [APPROXIMATE] square feet identified as "North FBO – SP2" and generally depicted in Exhibit A-2. The legal description of

the Supplemental Primary Premises No. 2 shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3.

Lessee acknowledges that County has an existing license agreement – Napa County Agreement No. 200377B (formerly No. 6163) – with Napa Jet Center, Inc. ("Licensee") for an Avgas self-serve fuel facility ("Self-Serve Facility") that is currently located in Supplemental Primary Premises No. 2. Licensee operates and maintains the Self-Serve Facility, which is regularly accessed by the public. Under the terms of Napa County Agreement No. 200377B, as amended, Licensee is obligated to relocate the Self-Serve Facility outside of the Premises by December 31, 2022. Lessee also acknowledges that Licensee, its contractors, employees, and assigns, as well as the general public and associated aircraft, shall have access across Supplemental Primary Premises No. 2 to the Self-Serve Fuel Facility from the effective date of this Agreement until receiving written notice from the Director that the Self-Serve Facility has been relocated.

Subject to the terms and conditions herein, the Supplemental Primary Premises No. 2 shall be a part of Lessee's Premises from the date County provides notice to Lessee of the completion of all or portions of the County's Relocation Project until the Expiration Date plus any Option Term(s).

3.5. **Supplemental Primary Premises No. 3**

Supplemental Primary Premises No. 3 shall consist of 85,700 [APPROXIMATE] square feet made up of that area identified as "North FBO – SP3" and generally depicted in Exhibit A-2. The legal description of the Supplemental Primary Premises No. 3 shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3. Subject to the terms and conditions herein, the Supplemental Primary Premises No. 3 shall be a part of Lessee's Premises from the date County provides notice to Lessee of the completion of all or portions of the County's Relocation Project until the Expiration Date plus any Option Term(s).

3.6. **Supplemental Primary Premises No. 4**

Supplemental Primary Premises No.4 shall consist of 58,236 [APPROXIMATE] square feet made up of that area identified as 20,000 square feet "Large Hangar" and approximately 38,236 square feet of surrounding area generally depicted in Exhibit A-3. The legal description of the Supplemental Primary Premises No. 4 shall be incorporated into Exhibit B of this Agreement by administrative amendment in accordance with Section 3. Subject to the terms and conditions herein, the Supplemental Primary Premises No. 4 shall be a part of Lessee's Premises from the date of Lease execution until the Expiration Date plus any Option Term(s). At the end of the Pioneering Period, the onsite fuel tank and dispensing equipment will revert to County and will be removed at County's expense within 120 days.

3.7. **Condition of Premises**

3.7.1. **"As Is" Condition**

Lessee has carefully examined the current condition of the Premises, is satisfied with the current condition of the Premises, and understands that when each portion of the Premises is transferred

to Lessee pursuant to the timeframes and events set forth in Sections 3.1, 3.2, 3.3, 3.4, 3.5, and 3.6 those Premises will be handed over in an “as is” condition, except as otherwise set forth herein. The County will demolish the existing terminal building (building 23 within Exhibit A) and will deliver the site with a finish grade two inches below the adjacent concrete and asphalt. Lessee shall be responsible for the demolition of buildings 25 and 26 as shown within Exhibit A. To the County’s knowledge, the operation of the Premises prior to the Effective Date has been in compliance with all requirements of Exhibit D in connection with the existence, storage, use, release, and/or disposal of Hazardous Materials on the Premises and all other obligations or requirements under any Environmental Laws relating to the Premises. The County represents that the demolition of the existing terminal building will be conducted in compliance with Environmental Laws relating to the Premises.

Lessee acknowledges that no representation or warranty has been made by County concerning the nature, quality or suitability of the Premises for the Permitted Activities, or for any other purpose. Subject to County’s obligations hereunder, Lessee accepts the Premises "as is", and as being in good, safe, and sanitary condition satisfactory for Lessee's use. Lessee assumes all risk and costs related to the development of the Leasehold Improvements and Lessee’s operation and Lessee represents that it has made sufficient investigation with regard to construction of its planned improvements and any other matters relating to the planned Leasehold Improvements and any other matters related to the Permitted Activities and the Premises to satisfy itself of all matters related thereto. No rights, easements or licenses, implied or otherwise, are or shall be acquired by Lessee hereunder except as expressly set forth in this Agreement. Without limiting the foregoing, Lessee acknowledges that, except as otherwise set forth herein, County has made no representation or warranty regarding the existence of any Hazardous Materials in, on, upon, under or about the Premises or the Airport.

3.7.2. **CEQA/NEPA**

Lessee acknowledges that it has reviewed and will comply with CEQA, including the CEQA environmental documents, inclusive of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) prepared for and Notice of Determination filed in connection with the Napa County Airport Terminal Area Redevelopment Project, as prepared by the County’s consultant and attached hereto as Exhibit H. Lessee shall coordinate with County, including expeditiously providing all information requested by the County to secure those NEPA approvals needed in advance of initiating construction on the hangars and terminal building required as part of the Leasehold Improvements.

3.8. **Release**

3.8.1. Lessee hereby waives, releases, remises, acquits and forever discharges County, its elected officials, employees, and agents, successors and assigns, of and from any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown, which Lessee shall or may have or acquire or possess in any way directly or indirectly connected with, based upon, or arising out of: (i) County's use, maintenance, ownership and operation of all or any portion of the Premises prior to

the Effective Date or transfer of possession to Lessee for those portions of the Premises that occur at a later date in accordance with the Agreement; or (ii) the condition, status, quality, nature, contamination or environmental state of all or any portion of the Premises as of the dates each portion is transferred as set forth in Section 3.7.1, except as otherwise set forth herein. It is the intention of the Parties to this Agreement that any and all responsibilities and obligations of County, and any and all rights or claims of Lessee against County, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of all or any portion of the Premises are by this release provision declared null and void and of no present or future effect as to such parties, except as otherwise set forth herein. Lessee agrees as to the matters released to waive the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in [creditor's] favor at the time of executing the release, which if known by [creditor] must have materially affected [creditor's] settlement with the debtor."

3.8.2. In the event any Hazardous Material found on, under or incorporated into the ground portion of the Premises are determined to have been placed or discharged thereon by persons other than County or Lessee, County and Lessee agree to cooperate with each other in the pursuit of all reasonably available remedies to ensure that financial responsibility for the costs of any required cleanup is borne by such third parties to the extent such third parties are legally responsible.

3.9. Use of Non-exclusive License Area

Lessee may use the Non-exclusive License Area for access to and from the Premises, without unreasonably interfering with the use of the Non-exclusive License Area by others, and for the same or similar purposes as the Adjacent FBO and other Airport users. The Non-exclusive License Area depicted in Exhibit A-2 is preliminary and approximate. County will have a legal description of the Non-exclusive License Area prepared by a licensed surveyor, at County's sole cost and expense, after execution of this Agreement and after submittal by Lessee of 30% civil improvement plans prepared by a professional civil engineer. Through execution of this Agreement, the Parties authorize the Director of Public Works to administratively amend this Agreement by swapping out exhibits to incorporate the final legal description of the Non-exclusive License Area as Exhibit C and any resulting changes associated with Base Rent, Primary Premises Rent, and Non-exclusive License Area Fee in Exhibits B-1 and C-1 that may result from the final calculated areas.

Section 4. Uses, Privileges and Obligations

Neither Lessee, nor any of its employees or agents, shall conduct, transact or otherwise carry on any business or service on the Premises that is not specifically authorized by this Agreement. Lessee, as a Fixed Base Operator shall enjoy the uses and privileges, and shall incur the obligations in connection with its use of the Premises, as described herein.

County shall and does have the right, at the date of this Agreement and at any time during the Agreement term plus any Option Terms, to deal and contract with any other Persons for the leasing of other premises for general aviation purposes at the Airport. Lessee shall have the right to obtain and purchase materials, supplies, equipment and services in connection with its operations on the Airport from any Person of Lessee's choice, whether on or off the Airport; provided, that County shall retain the sole and exclusive right to license and regulate all Persons doing business on the Airport and provided, further, that County shall retain the sole and exclusive right to impose nondiscriminatory fees and charges on Persons supplying products or providing and performing services on the Airport for the privilege of conducting such business; and provided, further, that County shall retain the sole and exclusive right to require Lessee, after written notice thereof, to terminate its use of any supplier or provider if that supplier or provider fails to conform to any applicable Law or with Airport Rules and Regulations. Such County fees are not applicable to suppliers and contractors used by Lessee to perform Work associated with the improvements identified in Exhibit F and Exhibit F-2.

The Premises shall not be used, and Lessee shall not permit the Premises to be used, for any purpose(s) other than the Permitted Activities without the prior written consent of the Director, which consent may be withheld in the reasonable discretion of the Director.

4.1. **Exercise of Rights and Obligations**

Lessee shall at all times comply with the Minimum Standards. Conditions and restrictions that affect Lessee's operations include, but are not limited to, the following:

4.1.1. **Permitted Activities**

Lessee shall use and permit the use of the Premises only for those aviation activities listed in Section 3 of the Minimum Standards or expressly provided for in this Agreement. Permitted Activities include marketing and promotional activities conducted in Lessee's ordinary course of business. Lessee shall obtain written authorization from the Director prior to engaging in any other activities on the Premises. Until such time that the Board may decide to amend the Airport's Rules and Regulations to expressly allow and set appropriate parameters on such gatherings or events, including those conducted for marketing and promotional activities, gathering and events, are expressly prohibited from any hangar space or other Premises except for those with building code occupancies of Group A and B (e.g., restaurant and office space) and in accordance with any occupancy loads determined by the Fire Marshal. With prior written authorization from the Director and in accordance with occupancy loads and safety criteria determined by the Fire Marshal and County Risk Manager, respectively, Lessee may have dignified grand opening events as it completes construction on its new and upgraded facilities to promote the FBO, Lessee, County, and Airport. Such events may not be held beyond completion of the improvements contemplated in this Agreement.

4.1.2. **No Interference with Other Airport Services**

Lessee shall not do or permit to be done anything on or about the Premises or the Airport which may interfere with the safe and efficient operation, management or development of the Airport. Without limiting the foregoing, Lessee shall not take any action that would affect the drainage

and sewerage system, fire protection system, sprinkler system, alarm system, public announcement system, access control system, HVAC system, fire hydrants and hoses, if any, installed or located on, within or about the Premises or the Airport.

4.1.3. **Inspections**

Lessee shall ensure that its employees and agents make regular inspections of the Premises for the purpose of maintaining the degree of cleanliness, condition of repair and operational ability of the Premises required under this Agreement.

4.1.4. **No Interference with Use and Operation of Airport**

Lessee shall conduct its operations at the Airport and on the Premises in such manner as will reasonably control the emanation from the Premises of dust, noise, vibration, movement of air fumes and odors so as not to unreasonably interfere with the use and operations of others at the Airport.

4.1.5. **No Conflict with Insurance**

Lessee shall not knowingly do or permit anything to be done, in or about the Premises that could reasonably be expected to: (i) invalidate or be in conflict with, or cause cancellation of, the provisions of any insurance policies covering the Premises, the Airport or any property located thereon; (ii) result in a refusal by casualty insurance companies to insure the Premises, the Airport or any other property located thereon in amounts and on terms and conditions required by County; (iii) subject County to any liability or responsibility for injury or damages to any Person or property by reason of any activity, use, business operation or other practice conducted on the Premises; or (iv) cause any increase in any insurance rates for the Airport or any other property located thereon.

4.1.6. **Hazardous Materials**

Lessee shall comply in all material respects with all requirements of Exhibit D in connection with the existence, storage, use, release, and/or disposal of Hazardous Materials on the Premises. The provisions of Exhibit D shall be in addition to all other obligations or requirements under any Environmental Laws relating to the Premises. In the event of any conflict between the provisions of Exhibit D and the provisions of any applicable Environmental Law, the stricter provision shall prevail.

4.1.7. **No Waste or Nuisance**

Lessee shall not do, or cause or permit anything to be done, in or about the Premises, or bring or keep anything thereon which will unreasonably increase the risk of fire or explosion on Airport property; or create a nuisance; or in any way obstruct or unreasonably interfere with the rights of others on Airport property, injure or unreasonably annoy them; or allow any sale by auction on the Premises; or commit or suffer to be committed any waste upon the Premises; or use or allow the Premises to be used for any unlawful purposes or to be operated in such a way as to interfere with Airport operations or safety; or do or permit to be done anything that would materially to injure the reputation or appearance of the Premises.

4.1.8. **Pioneering Period Exemptions**

During the Pioneering Period, Lessee will not be required to meet those Minimum Standards applicable to the amount of Community Hangar space, Aircraft Maintenance Hangar space, or terminal space. To provide for Lessee's operations during the Pioneering Period, Lessee desires and County is willing to lease Pioneering Period Premises within Supplemental Primary Premises No. 2 as generally depicted in Exhibit A-2. Additionally, Lessee desires to lease the hangar located at 3030 Airport Road where such leasehold will include a 12,000 gallon Jet A fuel tank. During the Pioneering Period, and subsequent to the completion of its interim terminal facility, the Lessee will have the ability to utilize the existing Jet A tank to conduct commercial fueling operations within the 3030 leasehold and within any Supplemental Premises that Lessor has turned over to Lessee.

Prior to the expiration of the Pioneering Period, which may be extended pursuant to Section 1.36, the Lessee shall have completed the construction of all the Leasehold Improvements to meet the Minimum Standards. (All other Minimum Standards shall apply throughout the term of the Agreement, including the Pioneering Period.) Additionally, within 180 days after the conclusion of the Pioneering Period, Lessor shall either remove the 12,000 gallon tank located within the 3030 leasehold off the Airport, or relocate it within Lessor's Fuel Farm area.

4.2. **Access**

4.2.1. **General**

All means of access provided by County pursuant to this Section shall, without exception, be in common with such other Persons as County may authorize or permit, and all such users of access shall be subject to and comply with all applicable Laws.

4.2.2. **County's Right to Close or Alter Access**

County shall have the right at any time to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Lessee's use pursuant to this Agreement, or otherwise, either temporarily or permanently, provided that reasonable advance written notice shall be provided to Lessee and a reasonably convenient and adequate means of ingress and egress (for pedestrians, vehicles and aircraft) shall exist at all times for Lessee or be provided in lieu thereof at County's expense. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Lessee's obligations under this Agreement.

4.2.3. **No Interference with Access Rights**

Lessee shall possess the right of ingress to and egress from the Premises over Airport roads, taxiways, and/or other routes as may be necessary in its operations and/or in fulfillment of the terms of this Agreement subject to Airport Rules and Regulations, including without limitation those pertaining to badge, permitting, and other security requirements. Lessee agrees that in its exercise of such right of ingress and egress to and from the Premises that it (a) shall not impede or interfere unduly with the operation of the Airport by the County, its lessees, or other authorized occupants; and (b) such rights may be suspended or revoked by the Director in the event of any default that Lessee fails to make reasonable efforts to cure within thirty (30) days of receiving notice of the default from County, an emergency, or a threat to the Airport; provided

that such right of ingress and egress will be immediately restored upon the remedy of the default or conclusion of the emergency or threat.

4.2.4. **No Personal Property Outside Premises**

Except for permitted fueling and permitted off-Premises operations and notwithstanding its ongoing ingress and egress rights to the Premises, Lessee shall have no right to place any personal property or equipment on, or conduct any operations in, any areas outside the Premises. Truck routes shall be as designated from time to time by the Director. Said rights of ingress, egress and roadway use shall likewise apply to Lessee's suppliers, including without limitation the right of transport of equipment, material, cargo, machinery and other property; provided, that such right of ingress and egress shall not alter or affect whatever contractual arrangements may now or hereafter exist between County and the suppliers or furnishers of service to Lessee.

4.3. **Signs**

Lessee shall comply with Section 3.22 of the Development Standards and shall not install, erect, affix, paint or place any sign, lettering or other text or graphic production in or upon any exterior portion of the Leasehold Improvements on the Premises except with the prior written consent of the Director, which consent shall not be unreasonably withheld. Any and all signs, lettering, text or graphic production, or any replacement thereof, which may be permitted by the Director shall be subject to, and comply with, present and future Airport signing standards and County ordinances. Any and all such signs, text or graphic production shall be removed by Lessee at its sole cost and expense upon termination or expiration of this Agreement, without injury or damage to or defacement of any part of the Premises. Lessee will promptly restore to their original condition those portions of the Premises from which such advertising device or media have been so removed, normal wear and tear excepted. Under no circumstances may any advertising sign, text or graphic production be placed on the Premises (excluding approved signage as set forth above).

4.4. **Non-Rent Obligations Beyond the Minimum Standards**

In addition to all other obligations set forth in this Agreement, Lessee shall meet those other obligations set forth below:

4.4.1. **Community Benefits**

To promote the Airport, its use by the Napa County community, and the next generation of Airport users and businesses, Lessee shall use commercially reasonable efforts to highlight the services available at the Airport through charitable donations of (1) services (charter flights; flight training; etc.) or funds to Napa County based 501(c)(3) non-profit organizations, (2) scholarships to students attending Napa County schools planning to study aeronautical related majors (business, engineering, etc.), (3) County sponsored Airport events, or (4) a combination of (1), (2) and (3).

By May 1 of each year throughout the Term of the Agreement, Lessee shall provide a report to the Airport Manager detailing how Lessee participated in community benefits described above.

4.4.2. **Restaurant**

Lessee shall construct, and use commercially reasonable efforts to sublease, floor space in the terminal building to be used as a commercial restaurant, in accordance with the following terms:

i. The restaurant space shall be at least 2,500 square feet, including space suitable for use as a kitchen. Any outdoor seating or dining area shall not count towards the minimum 2,500 square feet of restaurant space.

ii. The restaurant space shall be on the second floor of the Lessee's terminal building and include windows facing the runway or tarmac, such that aircraft are visible to dining customers.

iii. The restaurant space shall include at least two restrooms, fully built out with functioning fixtures.

iv. Lessee shall use commercially reasonable efforts to ensure that restaurant tenant will provide in-flight catering.

v. The restaurant space shall be finished to the point where a reasonable restaurant tenant can complete the build out to suit its particular needs or design. Lessee is not required to provide kitchen appliances, customer seating, or other amenities typically provided by a commercial restaurant tenant.

vi. Within 60 days after receiving a permit for beneficial occupancy of the restaurant space, Lessee shall advertise the restaurant space for Agreement as a commercial restaurant, on terms similar to those for other restaurants in the City of American Canyon.

a. If Lessee has not entered into a sublease with a commercial restaurant tenant within three (3) years after receiving the Certificate of Occupancy for the restaurant space, or if any time after that date Lessee is no longer able to maintain or replace a restaurant tenant after making reasonable efforts to do so for at least one (1) year, Lessee shall notify County of its inability to lease the space and the Lessee and County shall meet within thirty (30) days to discuss altering the terms of the potential lease and any obstacles to leasing the restaurant space identified by the parties, including the possibility of leasing the restaurant space at below market value. If Lessee and County do not agree to another alternative, County shall have six (6) months from the meeting provided for herein to exercise an option to rent the restaurant space back from the Lessee at a rate not to exceed twice the then applicable per square foot rate charged by the County under this Agreement and find its own commercial restaurant tenant.

b. If County fails to exercise its option timely or fails to fill the space with its own commercial restaurant tenant within twelve (12) months of exercising its option, Lessee and the County shall meet to discuss any alternative uses that may be identified by the parties.

vii. Lessee shall ensure the restaurant is open to the general public. Membership in any group or organization shall not be a requirement to dine in the restaurant, unless the restaurant is being rented for a special event.

viii. Lessee shall continue to lease the restaurant space for use as a commercial restaurant for the duration of this Agreement unless otherwise agreed by the parties. If a sublessees' restaurant lease expires or is terminated during the term of this agreement, Lessee shall use commercially reasonable efforts to re-lease the restaurant space as a commercial restaurant pursuant to the terms of this section.

4.4.3. **Other Improvements**

Lessee shall (1) reconstruct the North FBO Non-Exclusive License Area, (2) cooperate with County, aeronautical users, emergency responders, and other commercial operators at the Airport regarding movement through the Non-Exclusive License Areas, (3) complete the construction and maintenance of those connected parking areas on Lessee's site plan as generally depicted in Exhibit F-2 and to be replaced with 30% plans upon administrative amendment of this Agreement to add legal descriptions of Premises and Non-Exclusive License Areas in Exhibit B and C, respectively , (4) coordinate with the Adjacent FBO to construct and provide County and emergency vehicles access to and through a 20' wide secure, automatic gate (connected to an Opticom system) where the Non-Exclusive License Area crosses onto the AOA, and (5) coordinate shared parking operation and maintenance, including striping, water quality elements, and aesthetically pleasing vegetation to ensure consistency of operations and maintenance across the combined Shared Parking Area of Lessee and the Adjacent FBO as depicted on Exhibit A, which shall meet reasonable operations and maintenance requirements set by the Director.

4.4.4. **Transparency in Rates, Fees, and Charges**

Lessee shall publicly publish its price for 100LL, by posting at the Lessee's facility and to standard industry websites, and the facility ramp fee with no fuel purchase on its location website.

With the exception of Fuel Flow Fees, and unless otherwise required by Federal or State policy, Lessee shall not separately charge or invoice customers for any Napa County taxes, charges, or rent recovery fees, except as approved by the Airport Manager.

4.5. **Charge For Unauthorized Services and Uses**

In the event County has reason to believe Lessee is using or permitting the use of the Premises in a manner other than as expressly authorized under this Agreement or providing unauthorized services on the Airport outside the Premises, County may provide Lessee with written notice thereof. Lessee shall respond in writing to County within ten (10) business days of receiving such notice. If Lessee breaches this Agreement by using or permitting the Premises to be used in any manner other than as expressly authorized under this Agreement or by providing unauthorized services on the Airport outside of the Premises, Lessee shall pay County a sum equal to one hundred percent (100%) of the Gross Receipts for any such service or use; provided that Lessee may request mediation pursuant to Section 38 and the payment of any such sum in this Section 4.5 shall be stayed until a resolution is obtained. Said payment shall be further subject to the interest and charges as applied to any late rent. As used in this section, the term "Lessee" shall include Lessee, its employees, agents, successors, assigns, affiliates, sublessees, concessionaires, licensees, or any person acting under contract with Lessee or on Lessee's behalf. As used in this section, the term "Gross Receipts" shall mean all revenue of every kind and nature derived by Lessee from, or attributable to, the operation of the unauthorized services on Premises whether for cash or credit, without any deduction for credit card discounts or credit card services, or any other discounts attributable to affiliation with a third party, and whether the same shall be paid or unpaid, excluding only sales or excise taxes stated separately and collected from a customer for remittance to a taxing authority. All charges for unauthorized services and

uses are due and payable as Additional Rent. Such unauthorized use shall also constitute a default of this Agreement pursuant to Section 13.1.6.

Section 5. Rent, Fees and Charges

5.1. Base Rent

Commencing on the Effective Date and continuing throughout the Term plus any Option Term(s), Lessee shall pay Base Rent subject to increases as set out below. Base Rent shall be due and payable in advance in twelve equal monthly payments on the first day of every month in accordance with the provisions of Section 5.7. In the event that the Effective Date is neither the first nor the last day of the calendar month, payment of the Base Rent for the first and last month of the Term shall be prorated. The Base Rent payment for that first partial month shall be due and payable within ten (10) days from the Effective Date. If the Expiration Date or earlier termination date occurs on a day other than the last day of a month, Base Rent for the last month of the Term shall be prorated.

5.2. Adjustments to Base Rent

The Base Rent shall be subject to the following increases (as adjusted the "Adjusted Rent"): (i) at the option of the County, on each fifth (5^{th}) anniversary date of the Effective Date ("Appraisal Adjustment Date(s)") to reflect increases in the appraised value of the Premises; and (ii) on each one-year anniversary ("Percentage Increase Adjustment Date(s)") of the Effective Date (excluding each fifth anniversary date on which Appraisal Adjustments may be made pursuant to Section 5.2.2) in accordance with the provisions set out below ("Percentage Increase Adjustment Date(s)"):

5.2.1. Percentage Increase Adjustment Date(s)

The Base Rent shall be adjusted as of each Percentage Increase Adjustment Date (excluding any fifth anniversary of the Effective Date on which Appraisal Adjustments are made pursuant to Section 5.2.2 below), according to the following provisions:

5.2.1.1. Base Figure

The Base Figure for computing the adjustment shall be the Consumer Price Index ("CPI") for All Urban Consumers, All Items, for the San Francisco- Oakland–San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U. S. Department of Labor for the month one year prior to the Percentage Increase Adjustment Date. In the event that the CPI is not published for the applicable month, the Base Figure shall be the next succeeding CPI published.

5.2.1.2. Index Figure

The Index Figure for each Percentage Increase Adjustment Date shall be the most recent CPI for All Urban Consumers, All Items, for the San Francisco- Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor as of the Percentage Increase Adjustment Date. For example, if the Percentage Increase Adjustment Date is December 15, 2023, the Index Figure shall be the CPI for October 2023. In

the event that the CPI is not published for such month, the Index Figure shall be the CPI for the latest CPI published as of the month of the Adjustment Date.

5.2.1.3. **Percentage Increase Adjustment Date**

For each Percentage Increase Adjustment Date, if the Index Figure has increased over the Base Figure, the Adjusted Rent payable from that Percentage Increase Adjustment Date and until the next Percentage Increase Adjustment Date shall be determined by calculating the percentage increase of the Index Figure over the Base Figure. For example, assuming the Base Figure is 302 and the Index Figure is 311, the percentage to be applied is (311-302)/302=0.0298=2.98%. That percentage shall be applied to the Base Rent last in effect to calculate the Adjusted Rent for the annual period beginning on the Percentage Increase Adjustment Date.

5.2.1.4. **No Decrease in Base Rent**

Regardless of any year-to-year or cumulative decrease in the CPI during the Term of this Agreement, in no event shall there be decrease in the Base Rent (or Adjusted Rent, as applicable).

5.2.1.5. **Alternative Index**

The index for the Percentage Increase Adjustment Date shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base different from the base period (1982- 84=100) used for the base figure above, the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau. If the above-described Department of Labor index is no longer published, another index generally recognized as authoritative shall be substituted by the Director.

5.2.2. **Appraisal Adjustment Date(s)**

At the option of the Director, the Base Rent may be adjusted as of each Appraisal Adjustment Date, according to the provisions of this section. If the Director does not opt to adjust base rent by appraisal, base rent will be adjusted according to Section 5.2.1.

5.2.2.1. **No Decrease in Base Rent**

In no event shall the Adjusted Rent set pursuant to this Section 5.2.2 be less than the Base Rent or Adjusted Rent in effect as of the immediately preceding percentage increase adjustment date.

5.2.2.2. **Identification of One Appraiser**

The Director will notify Lessee of County's proposed appraiser to value the then-current fair market ground rent of the Premises pursuant to this Section 5.2. If the Lessee does not accept the Director's selected appraiser, Lessee may request the Parties meet and attempt for a period of thirty (30) days to agree on one appraiser to determine the then fair market rental value of the Premises. If County and Lessee are able to agree on an appraiser, during the thirty (30) day period, such appraiser shall determine the then-current fair market ground rental value of the Premises.

5.2.2.3. **Identification of Two Appraisers**

If the Parties are unable to agree upon a single appraiser, or if the parties do not meet before the one hundred fiftieth (150th) day before the Appraisal Adjustment Date, then no later than the one hundred twentieth (120th) day before the Appraisal Adjustment Date, Lessee and County each shall select an independent qualified real estate appraiser who shall be a member of a nationally or state recognized appraisal organization, who shall be certified by the State of California to conduct appraisals, who shall have at least ten (10) years of commercial real estate appraisal experience; and who has performed at least one appraisal of airport property and notify the other Party of such appraiser.

5.2.2.4. **Appraisal Process**

If the Parties agree on a single appraiser as provided in Section 5.2.2.2 above, such appraiser shall appraise the then-current fair market ground rental value of the Premises as provided in this Section 5.2.2.4. If two properly selected appraisers are selected by County and Lessee pursuant to 5.2.2.3, each such appraiser within ninety (90) days following their selection, shall conduct an appraisal to establish the then current fair market ground rental value of the Premises taking into consideration the terms of this Agreement as if the Premises were vacant, without the Leasehold Improvements placed thereupon by Lessee, and were available for lease under the same terms and conditions as this Agreement. The cost of each appraisal shall be borne by the Party selecting the appraiser who prepared the appraisal (provided the cost of an appraiser jointly selected by County and Lessee shall be borne equally by each Party). Once both such appraisers complete their appraisals, a copy of each appraisal shall be delivered to Lessee and to County not later than thirty (30) days before the Appraisal Adjustment Date. Any appraisal not delivered within the time period set out above shall be disregarded.

5.2.2.5. **Reconciliation of Appraisals**

If the higher appraisal of the fair market ground rental value of the Premises exceeds the value in the lower appraisal by ten percent (10%) or less of the lower appraisal of the fair market ground rental value of the Premises, then the two fair market values for the Premises contained in the two appraisals shall be added together and divided by two to establish the fair market ground rental value of the Premises. If only one of the two appraisals is timely delivered, then the fair market ground rental value set out in the one timely delivered appraisal shall establish the fair market ground rental value of the Premises. If the higher appraisal of the fair market rental value of the Premises is more than ten percent higher than the lower appraisal, then the fair market ground rental value of the Premises shall be determined pursuant to Section 5.2.2.6. If the fair market ground rental value of the Premises is not determined pursuant to this subsection, then within ten (10) days after Director's receipt of the last appraisal, Director shall call the two appraisers together in order for them to discuss material differences in their respective appraisals, with the intent to have them determine a single mutually agreeable fair market ground rental for the Premises.

5.2.2.6. **Selection of Third Appraiser**

If two appraisers are timely selected and the higher appraisal is not within ten percent (10%) of the lower appraisal (as described in subsection 5.2.2.5 above) or the two appraisers fail to reach

mutual agreement as to the fair market ground rental value within ten (10) days after they commence fair market ground rental value discussions as provided in subsection 5.2.2.5 above, the two appraisers shall themselves select a third, independent real estate appraiser, who shall have the same qualifications as required above. The cost of the third appraiser shall be borne equally by County and Lessee, as shall any other expenses, if any, of the costs of selecting a third appraiser. The third appraiser shall appraise the Premises taking into consideration the terms of this Agreement, as if said Premises were vacant, without the Leasehold Improvements placed thereupon by Lessee, and were available for lease under the same terms and conditions as this Agreement and shall submit said appraisal to County and Lessee within sixty (60) days of such appraiser's selection.

The three appraisers shall then, within thirty (30) days of the submission of the third appraisal, meet and attempt to agree upon the then fair market ground rental value of the Premises as set forth above. A decision joined in by a majority of the appraisers shall be final.

If a majority of the three appraisers cannot agree upon a fair market ground rental value pursuant to this subsection, then they shall so notify County and Lessee, and the fair market ground rental value of the Premises shall then be established as follows:

i. If the low appraisal and/or the high appraisal is/are more than ten percent (10%) lower or higher than the middle appraiser, then the low and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by two (2); the resulting quotient shallthen be the fair market ground rental value of the Premises.

ii. If both the low appraisal and the high appraisal are disregarded as stated in subparagraph (i), the middle appraisal shall then be the fair market ground rental value of the Premises.

5.2.2.7. **Adjusted Rent**

Once the fair market ground rental value of the Premises has been determined, the Adjusted Rent shall be effective as and from the Appraisal Adjustment Date, and until the next following Percentage Increase Adjustment Date, at which time the Adjusted Rent shall be subject to increase pursuant to Section 5.2.1 above.

5.2.2.8. **Extensions of Time to Conduct Appraisals**

The time periods for calculating the Adjusted Rent by appraisal may be extended by the Director, provided that any Adjusted Rent shall be effective as and from the then applicable Appraisal Adjustment Date. Upon determination of the Adjusted Rent, underpayments, if any, shall be immediately paid to County.

5.3. **Additional Rent – Minimum Annual Guaranteed (MAG) – Taxes**

Not later than March 1 each year after receiving Certificates of Occupancies for hangars and/or terminal building, including the March 1st following the end of the Term of this Agreement plus any Option Term(s), Lessee shall provide a report to the Director of all property taxes paid directly to Napa County (i.e. possessory interest taxes stemming from this Agreement and personal property taxes, including based aircraft paid directly by Lessee or by an aircraft owner or operator whose personal property tax obligations to Napa County are a result of time the aircraft hangars on the Premises pursuant to an executed agreement), itemizing the total amounts of all such taxes paid by the Lessee during the preceding calendar year ("Annual Report of Taxes Paid").

Effective one (1) year after Certificate of Occupancy for terminal and hangar facilities, and subject to Lessee's right to contest a tax or charge set forth in Section 19.6, this Annual Report of Taxes Paid shall be accompanied by payment to the County, as additional rent, a sum equal to the amount, if any, that the total of such taxes actually paid by Lessee during the preceding calendar year does not exceed the minimum annual guaranteed amount for such taxes paid to Napa County of $200,000 per year. For example, if in any given calendar year the combined total of Lessee's Possessory Interest taxes, property taxes on leasehold improvements, and property taxes paid by aircraft owners subleasing space from Lessee is $175,000, then $25,000 would be paid as additional rent to the Airport.

5.4. **Security Deposits**

Lessee agrees that prior to execution of this Agreement, it will, at its own expense, deliver to the Director and thereafter maintain during the Term, either (i) a letter of credit in an amount equal to three (3) months of Base Rent based on the combined square footage of the Premises described in Sections 3.1, 3.3, 3.4, 3.5, and 3.6 payable to "Napa County" and naming County as obligee, or (ii) the same amount in cash, as a refundable non-interest bearing security deposit. The letter of credit shall be an irrevocable ("clean") letter of credit, substantially in the form attached to this Agreement as Exhibit E. The letter of credit or cash security deposit shall be maintained in full force and effect during the Term and during any holdover period at the expense of Lessee, to ensure the faithful performance by Lessee of all the covenants, terms and conditions of this Agreement, inclusive of but not restricted to the payment of all considerations provided herein. In addition to the minimum requirements set out in the form attached to this Agreement as Exhibit E, any letter of credit issued to the County under this Agreement shall, at a minimum, meet the following express requirements:

a. It shall be an irrevocable standby letter of credit, with an expiration date no earlier than twelve (12) months from the date of submittal; and

b. It shall be issued by a financial institution acceptable to the County's Auditor-Controller whose long term obligations are rated at least "B" by Thompson Bank Watch, Inc. (or a similar rating by any other rating agency) with a branch office in Napa County.

All banking charges with respect to the letter of credit shall be at the sole expense of Lessee. No

later than thirty (30) days after each Percentage Increase Adjustment date or Appraisal Adjustment Date, as applicable, Lessee shall increase the Security Deposit to equal one year of the then applicable Adjusted Rent.

5.5. **Activity Fees**

Lessee's use of land or facilities outside of the Premises is subject to reasonable and non-discriminatory Activity Fee(s) and the written permission of the Director. The Director shall provide in such written permission the Board of Supervisors-approved or agreed-upon amount of the Activity Fee(s) related to such use, any land or facilities of the Airport beyond the Premises for any purpose, use or activity not contemplated under this Agreement or any other agreement between the County and Lessee or applicable parties. Lessee shall pay the Activity Fee(s) listed in the Director's written permission within thirty (30) days, in addition to the Rent, charges or other fees for the privilege of using the Premises. The term Activity Fee(s) shall, for the purposes of this Agreement, be deemed to include, but not be limited to, parking of aircraft outside the Premises.

5.5.1. **Fuel Flowage Fees**

In addition to any other Activity Fees which Lessee is required to pay to County pursuant to Section 5.5 above, County shall assess Fuel Flowage Fees for any retailing or delivery of fuel petroleum products by Lessee pursuant to the fee schedule, and as provided by resolution of the Board of Supervisors, in amounts that will not be increased in the first four (4) years after the Effective Date, but may be amended from time to time after that. Lessee's use of gasoline and diesel fuel in its mobile refuelers and ground servicing equipment is exempt from Fuel Flowage Fees.

5.5.2. **U.S. Customs Service**

Lessee agrees that if at any point during the Term of this Agreement, the County, in consultation with Lessee, determines that it is feasible to establish U.S. Customs Services at the Airport, Lessee shall pay those costs established by the County to defray the costs of providing U.S. Customs and Border Protection Agency services which may include but is not limited to costs associated with providing space, security, and infrastructure upgrades. Lessee's proportional share of such costs shall be in proportion to the anticipated number of annual clearances to be performed for Lessee or its customers as a function of all annual clearances. Such payments shall be made in a manner, and as reasonably directed by, the County pursuant to ordinance or other official policy setting a fee and reimbursement schedule for all Airport users.

5.6. **Additional Rent – Minimum Annual Guaranteed (MAG) – Fuel Sales**

In addition to the Base Rent, effective upon Lessee's receipt of Certificate(s) of Occupancy for terminal and hangar facilities, Lessee's rent shall include Lessee's obligation to pay Fuel Flowage Fees of a Minimum Annual Guaranteed amount (i.e. Fuel MAG) each Fiscal Year of the Term. The Fuel MAG shall be set at $350,000 per County Fiscal Year (July 1st thru June 30th) of the Agreement for the first four (4) fiscal years. Beginning in the fifth (5th) fiscal year, the Fuel MAG shall be increased by two percent (2%) for each subsequent County Fiscal Year. The Fuel MAG will be prorated in the first and last years of the Term if the Effective Date does

not commence on the first day of the Fiscal Year (July 1st). In any Fiscal Year that Lessee fails to pay Fuel Flowage Fees to County equal to or in excess of the then applicable Fuel MAG, Lessee shall remit payment within thirty (30) days to County of an amount equivalent to the Fuel MAG for that Fiscal Year minus Lessee's actual payments of Fuel Flowage Fees during that Fiscal Year. This obligation to meet or exceed the Fuel MAG as additional rent shall not in any way reduce or otherwise alter Lessee's obligations to pay Fuel Flowage Fees.

At the outset of this Agreement, the Parties agree that the fuel flow fees shall be set at $0.25 per gallon for jet fuel and $0.12 per gallon for Avgas. Lessee hereby acknowledges and the Parties hereby agree that County may increase those fuel flow fees by resolution of the Board of Supervisors after the first four (4) years of the term of the Agreement, but that such increases to the per gallon fees shall not alter the Fuel MAG as provided for in this section and that such increases shall be universally applied to all Persons at the Airport.

5.6.1. **Monthly Activity Report**

On or before the tenth (10th) business day of each month following commencement of operations on the Premises, without notification from County, Lessee shall provide to the Director a monthly activity report for all Activity Fees, in such form and detail as provided by the Director, which may be updated in writing pursuant to the Notice requirements herein from time to time. For Fuel Flowage Fees, the Monthly Activity Report shall set forth at a minimum, the total amount of gallons of fuel purchased at wholesale and date of purchase, and the retail price of fuel at time of retail sale or delivery, for the past monthly period. If the monthly activity report is not provided on or before the tenth (10th) day of each month as required herein, Lessee shall pay a delinquency fee for administrative expenses incurred by County for delays and invoices in the amount of $50.00 per day that the report is late until such date as the monthly activity report is submitted to the Director. County shall provide written notice to Lessee of any delinquent activity report within ten (10) Business Days after such activity report has become delinquent. County's assessment of the delinquency fee shall be in addition to any other remedies that County may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted to Lessee, subject to Section 13.1.6.

5.7. **Payment of Rent, Fuel Flowage Fee, Activity Fees and Charges**

Description	**Amount**	**Due Date**	**Late Fee**
Base Rent	See Section 5.1	Due on or before the first day of each month	See Section 5.7.1
Additional Rent Based Upon Tax MAG	See Section 5.3	March 1 each year	See Section 5.7.2

Fuel Flowage Fee	See Section 5.5.1	Activity Report and payment due on the 10th Business Day of each month for the prior month.	See Section 5.7.2
Additional Rent Based Upon Fuel MAG	See Section 5.6	July 30th each year	See Section 5.7.2
Activity Fees	See Section 5.5; provided in writing by Director	Activity Report and payment due on the 10th Business Day of each month for the prior month.	See Section 5.7.2
Miscellaneous and One-Time Charges (e.g., delinquency fee for monthly Activity Report (see Section 5.6.1))		Due and payable within 30 days of receipt of the County's invoice	See Section 5.7.2

5.7.1. **Base Rent, Fees and Charges Payable in Advance**

Except as set forth herein to the contrary, Base Rent and any and all other fees and charges that are payable in advance shall be paid on or before the first day of each month ("Monthly Due Date"), without any requirement of notice from the County, deduction, credit or offset. Such Base Rent, fees and charges shall be deemed delinquent if not received by County on or before fifteen (15) days from the Monthly Due Date. Lessee shall be required to pay a late payment fee (12% per annum), calculated from the Monthly Due Date, for each day, or portion thereof, in each month that payment is not timely received by County, until payment is received by County. County reserves the right to require that any late payments be made only in a reasonable form to be specified by the Director, and County further reserves the right to reject any late payment that is not in such form approved by the Director. Notwithstanding anything to the contrary contained herein, if any Monthly Due Date is not a Business Day, then such payment shall not be due on such scheduled date but shall be due on the next succeeding Business Day and no interest shall accrue on the amount of such payment of Base Rent, fee or other charge from and after such Monthly Due Date to such next succeeding Business Day

5.7.2. **Fees and Charges Payable in Arrears**

Any fees and charges from the County which are paid in arrears for the preceding month's activity, except as otherwise expressly provided, are due and payable on or before the thirtieth (30th) day from the date of the County's invoice, and shall be deemed delinquent if not received by County on or before fifteen (15) days from such date. Lessee shall include a monthly activity report, as set forth above, for all fees and charges due with each monthly payment. Lessee shall be required to pay a late payment fee (12% per annum) calculated from the first day, for each day, or portion thereof, in each month that payment is not timely received by County. County reserves the right to require that any late payments be made only in a reasonable form as specified by the Director and County further reserves the right to reject any late payment that is not in a form approved by the Director. County reserves the right to audit any monthly activity reports and payments based upon such reports, and acceptance of any payments hereunder shall not operate as a waiver of County's right to collect monies determined to be due and owing.

5.7.3. **Location and Form of Payment**

All of the Base Rent, fees and charges shall be paid by (i) check made payable to the "Napa County Airport" and delivered or mailed to the Napa County Airport, Payment Processing – Airport, 2030 Airport Road, Napa, CA 94558, or to such other address as the Director may notify Lessee in accordance with Section 39, or (ii) electronic fund transfer. All such Base Rent, fees, charges and other amounts payable by Lessee shall be in lawful money of the United States of America and in same day funds as of the due date.

5.7.4. **Late Payment Fee Not Sole Remedy**

County's assessment of a late payment fee shall be in addition to any other remedies County may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted herein.

5.7.5. **Net Lease/No Offset or Deduction**

This Agreement shall be deemed and construed to be a "net lease" and all Base Rent payments shall be absolutely net. All Base Rent, additional rent, fees, charges and other sums due by Lessee under this Agreement shall be paid without deduction, credit or offset of any kind and exclusive of any amounts which County may now or hereafter owe to Lessee.

Section 6. Leasehold Improvements

6.1. **General Conditions for Construction/Minimum Capital Investment**

6.1.1. **Construction of Leasehold Improvements**

Lessee agrees that it shall construct, at its sole cost and expense, the Leasehold Improvements described in Exhibit F, including apron areas and hangars to accommodate the fleet mix described in Exhibit F-1 (737-700 BBJ is excepted from hangar accommodation requirements and apron design standards) and those improvements generally depicted on the site plan attached as Exhibit F-2 attached hereto and made a part hereof and to be replaced with 30% plans upon administrative amendment of this Agreement to add legal descriptions of Premises and Non-Exclusive License Areas in Exhibit B and C, respectively (collectively, the "Leasehold

Improvements"). Lessee's construction of the Leasehold Improvements shall be subject to the provisions of this Section and shall be at Lessee's sole cost and expense, without any reimbursement from County. The construction of the Leasehold Improvements will be done by Lessee pursuant to the terms of this Agreement. Lessee will occupy the Premises in its 'as is' condition. No part of the Leasehold Improvements shall be constructed, installed, expanded, modified, or removed; nor shall material modifications be made to the Leasehold Improvements without the prior written consent of the Director, which shall not be unreasonably withheld, conditioned, or delayed.

6.1.2. **Minimum Capital Investment for Construction of Leasehold Improvements**

It is expressly agreed and understood that Lessee is leasing the Premises, excluding the Large Hangar (Supplemental Primary Premises No. 4) for the purpose of developing and constructing the Leasehold Improvements in accordance with Plans and Specifications as specified in this Section 6, and maintaining and operating thereon a FBO in accordance with Section 4 of this Agreement. The Leasehold Improvements to be constructed by Lessee shall, at a minimum, include those structures and improvements as described in Lessee's Leasehold Improvements which is Exhibit F attached hereto and contains the timeframes by which Lessee must meet or otherwise be subject to the enforcement described therein, and that Lessee shall expend no less than thirteen million six hundred thousand dollars ($13,600,000) to develop such Leasehold Improvements on the Premises (excluding Supplemental Primary Premises No. 4) at Lessee's sole cost and expense in accordance with the timeframes identified in Exhibit F and any qualified extensions. As used herein, "Minimum Capital Investment" shall mean and include the following Leasehold Improvement costs and expenditures made by Lessee: hard construction costs (including demolition, excavation, grading, and construction on the Premises and general contractor overhead and profit), soft costs up to 15%, and E & I Fees; however, no such costs associated with any improvements or alterations to the Pioneering Period Premises shall be counted towards meeting the Minimum Capital Investment. Soft costs include only the following expenses: architectural and design expenses, permitting, engineering, project management and professional fees.

6.1.3. **Documentation of Minimum Capital Investment for Construction of Leasehold Improvements**

Within ninety (90) days of completing construction or the issuance of a Certificate of Occupancy for each phase of the Leasehold Improvements, whichever occurs first, Lessee shall provide to the Director sufficient documentation, in such form and detail as the Director may require, to establish the amount Lessee has expended towards the Minimum Capital Investment on the Leasehold Improvements. Additionally, within ninety (90) days after completing the last of the Leasehold Improvements, Lessee shall provide to the Director sufficient documentation, in such form and detail as the Director may require, to establish the total amount Lessee has expended towards meeting the Minimum Capital Investment on the Leasehold Improvements.

The Director may, in that individual's sole discretion, expand the time for submitting said documentation by written notice to Lessee, and may require submittal of additional

documentation. In the event that the Director determines that Lessee has failed to expend the total Minimum Capital Investment for the Leasehold Improvements, the Director shall notify Lessee of any such deficiency. If the Director notifies Lessee that there was a deficiency in the costs expended in the construction of the Leasehold Improvements, then Lessee may submit additional documentation to Director evidencing its expenditure of the Minimum Capital Investment. In the event that Director reviews the same and determines, in its reasonable discretion, that Lessee has failed to expend the total Minimum Capital Investment, Lessee shall have twelve (12) months from the receipt of said notice to expend the amount of any such deficiency on additional improvements, additions, or betterments to the Leasehold Improvements, subject to all of the provisions of this Section 6. Lessee shall, within thirty (30) days after the expiration of said twelve (12) month period, provide further documentation to the Director sufficient to establish that Lessee has expended the amount of any such deficiency on additional improvements, additions, or betterments to the Premises (excluding Supplemental Primary Premises No. 4) via the Leasehold Improvements. If the Director determines, after such further documentation has been provided, that Lessee has failed to expend the Minimum Capital Investment, then the Director shall provide written notice to Lessee of the amount of such continuing deficiency, and Lessee shall have thirty (30) days from the date of such notice to pay to County an amount equal to the difference between the Minimum Capital Investment and the actual sum expended. Payment of said sum as required herein shall be deemed to be additional rent due and payable within said thirty (30) day period, and shall be subject to the payment provisions of Section 5 of this Agreement.

6.1.4. **Minimum Capital Investment for the Large Hangar**

Lessee shall make, in addition to the minimum requirements of Section 6.1.2, a minimum capital investment no less than one million seven hundred ninety-nine thousand four hundred ninety-two dollars ($1,799,492), in qualified capital expenditures, to the Large Hangar (Supplemental Primary Premises No. 4)according to the schedule in Exhibit F. Qualifying capital expenditures to the Large Hangar may include, but are not limited to roof rehabilitation, hangar door overhaul, and repair of aircraft apron, vehicle parking pavement, or building structure. Other proposed major repairs and/or Improvements to the Large Hangar may be qualifying capital expenditures if the Director provides written approval prior to making any repairs and/or Improvements. If Lessee exercises its option to extend the lease by additional five-year Option Terms, additional qualifying capital investment required of tenants at that time shall be expended on the Large Hangar for each additional Option Term.

6.1.5. **Documentation of Minimum Capital Investment for the Large Hangar**

Lessee shall provide County with an ongoing accounting with receipts of all qualifying capital expenditures for the Large Hangar. Should Lessee fail to pay any portion of the required minimum capital investment amounts for the Large Hangar, Lessee shall pay County the difference between the approved qualifying expenditures and the minimum capital investment amounts described in Section 6.1.4, plus an additional 20% for the County’s administrative costs that will be incurred by making the improvements itself.

6.2. **Design of Leasehold Improvements**

6.2.1. **Construction Guidelines**

Lessee shall develop the Premises according to the published Development Standards dated May 7, 2019. Lessee shall cooperate with County's officers, employees, representative, and agents and shall comply with the Airport's Primary Management Compliance Documents, the County Code, and the permitting process of the County's Department of Planning, Building, and Environmental Services. If there is a conflict between the various requirements, the terms placing the most restrictions (i.e. greatest obligations) on Lessee shall prevail. Lessee acknowledges and agrees that County's representatives, including the Director, acting in their reasonable discretion, reserve the right to require modifications to any of Lessee's proposed design concepts.

6.2.2. **Lessee Responsible for Design and Construction Coordination**

Lessee's responsibility for the proper design and construction specifically includes the requirement to coordinate all civil engineering design elements within the development area, including, but not limited to the apron; building pads; water quality elements, including storm drainage; shared parking; underground piping; sewer; and utilities with any development occurring on the adjacent property at the Airport, including the anticipated development of the areas on Exhibit A-2 depicted as the ("South FBO") by the Adjacent FBO. To facilitate the connections between the two developments, Lessee agrees to utilize a mutually agreeable civil engineering firm with the Adjacent FBO for the coordinated Work described in this paragraph.

6.3. **Contract Requirements/Bonds/E&I Costs**

6.3.1. **Construction Contract Requirements**

Lessee shall incorporate into any Construction Contract for Work, and shall require its contractor to incorporate into any subcontracts, or contracts for material or equipment**:** (i) requirements related to prevention and mitigation of Hazardous Materials releases in conformity with Exhibit D; (ii) insurance and indemnity clauses naming the contractor to indemnify, defend, and hold harmless the County and requiring insurance certificates from the contractor naming the County as additional insured; (iii) Lessee provided insurance in conformance with the applicable requirements set forth in Exhibit G; and (iv) the applicable provisions from the FAA Requirements attached hereto and incorporated by reference as Exhibit I, or as modified from time to time by the FAA. Lessee also shall require any contracts or subcontracts with contractors or subcontractors to require compliance of all such contractors and subcontractors with the provisions described above.

6.3.2. **Performance and Payment Bonds**

Prior to the commencement of Work hereunder which exceeds Twenty-Five Thousand Dollars ($25,000) in cost, Lessee shall furnish to County and file with the County Clerk, at no cost to County, a performance bond and a payment bond (either from Lessee or from the contractor retained by Lessee pursuant to a Construction Contract for the Work). In addition to the specific requirements set forth below, each bond shall be issued by a surety licensed to do business in California, be in a sum of not less than one hundred percent (100%) of the total cost of the

contract or contracts for Work, be satisfactory to and approved by County's Risk Manager, the Director, and the Office of County Counsel. In the event that the County's Risk Manager, Director, or Office of County Counsel fail to approve or disapprove (which disapproval must be made in writing and must specify the deficiencies with the payment and performance bond) within ten (10) Business Days of their receipt of the same, such bond shall be deemed approved. Immediately upon completion of any Work, Lessee shall record in the Official Records of the Napa County Recorder a notice of completion complying with the requirement of California Civil Code Section 8182.

The performance bond shall be conditioned upon Lessee's contractor's faithful performance of the Construction Contract terms within the Construction Contract time, and shall name Lessee's contractor or contractors as principals, and County as an additional obligee.

The payment bond shall guarantee the prompt payment to all persons named in California Civil Code Section 9100 et seq., and of amounts due under the Unemployment Insurance Code, amounts required to be deducted, withheld or paid over to the Employment Development Department from the wage of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, and reasonable attorneys' fees. The payment bond shall protect County from any liens, liability, losses, or damages arising from the Work, and shall name Lessee's contractor or contractors as principals, and County as an additional obligee.

6.3.3. **E&I Costs**

Lessee shall pay County for its customary costs for design review, engineering, construction coordination, and inspections ("E & I Costs") related to the Work, including costs incurred prior to the date of this Agreement. County will establish a billing account (the "Account") to which E & I Costs for such Work shall be charged. County's E&I Costs will be billed from time to time against the Account at hourly rates based on the County's direct and indirect costs, including but not limited to salaries, benefits, overhead, and other administrative expenses. Fees and other costs of any consultants hired by County in connection with construction of the Work shall be billed at the rate actually incurred by the County. Lessee shall pay E & I costs directly to the responsible County Department when due and as requested by each responsible County Department. The County estimates that its costs of review, engineering and inspections related to the Work, not including charges that may be payable to the Airport for E & I Costs, will total 1% of each portion of Lessee's Leasehold Improvements ("Estimated E & I Charges"). Any portion of the E & I Charges, which may be held by the County as deposits from Lessee, after the Work is completed, which exceed the E & I Costs incurred by the County, shall be returned to Lessee within twenty-one (21) days after final accounting of all costs has been made, but in no event later than ninety (90) days after Notice of Completion of Construction of the Work has been filed.

The Estimated E & I Costs for the Airport's reasonable, out of-pocket-expenses is $50,000.00 (Airport E & I Charge) and does not include charges that may be payable to County Departments other than the Airport in connection with the Work (which Lessee shall pay directly to the responsible County Department when due and as requested by each County Department). Lessee

shall pay the Estimated Airport E & I Charges in installments ("E & I Deposits"). Prior to Lessee's delivery of the initial construction drawings, Lessee shall make an E & I Deposit of $25,000 to the Airport and concurrent with submission of final construction plans to the County of any Leasehold Improvement, Lessee shall make a second E & I Deposit of $25,000 to the Airport Any portion of the E & I Deposits held by the Airport after the Work is completed, which exceed the E & I Costs incurred by the Airport, shall be returned to Lessee within twenty-one (21) days after final accounting of all costs has been made, but in no event later than ninety (90) days after Notice of Completion of Construction of the Work has been filed. Any additional reasonable Airport E & I Charge exceeding the E&I Deposits actually made by Lessee to Airport shall be due by Lessee to Airport within fifteen (15) days after the final accounting of all costs has been made by the Airport. E & I Costs may be immediately withdrawn by Airport from the E & I Deposits held by Airport as costs are incurred by Airport. E & I Costs of approximately $0.00 have been incurred by the County prior to the Effective Date, and will be immediately reimbursed to County from the first E & I Deposit by Lessee to County.

6.4. Construction and Completion of Leasehold Improvements

6.4.1. Notice to Proceed

Lessee shall only commence construction of any of the Leasehold Improvements after the Director has issued written authorization to proceed with regard to the Leasehold Improvements, which shall be issued only after the following all have occurred:

i. All E & I Deposits required as of that date shall have been paid to the County;
ii. Lessee has submitted to County and County has approved the design and/or plans of the Leasehold Improvements.
iii. Lessee has submitted required insurance documents, including additional insured certificates acceptable to the County, with the County, meeting all of the requirements of Exhibit G;
iv. Lessee's contractor and subcontractor have complied with all applicable pre-construction provisions of the County Standard Specifications, including but not limited to the deposit of required insurance documents and certificates meeting the requirements of Exhibit G; and
v. County (through the planning and/or public works and fire departments, as the case may be) has issued all required planning and building permits and approvals for the commencement of construction of the Leasehold Improvements;

6.4.2. Progress of Work

In accordance with each milestone/requirement set forth in Exhibit F, Lessee shall present adequate documentation for each relevant subsection in Section 6.4.1 above to allow the Director to grant necessary approvals and/or issue a Notice to Proceed as appropriate in accordance with the requirements of this Agreement. Lessee shall diligently proceed to complete the work at the earliest reasonable date, but in any event, Lessee shall complete the Leasehold Improvements no later than those milestones set forth in Exhibit F. For these purposes, completion of the Leasehold Improvements shall mean the issuance by the County of a certificate of occupancy for the Leasehold Improvements. Any final inspection approval or issuance of a certificate of

occupancy for Lessee's improvements shall be coordinated through the County's Director of Public Works, Director of Planning, Building, and Environmental Services, and Fire Chief, or their designees. Lessee's failure to present adequate documentation as listed in Section 6.4.1 above to meet the milestones set forth in Exhibit F by the corresponding timeframes therein shall be subject to County's remedies as set out in Section 6.9 of this Agreement.

Lessee shall construct and complete any Leasehold Improvements in a good and competent manner in accordance in all material respects with all applicable Laws, and shall carry such insurance as provided for in Section 17 of this Agreement. Construction of Leasehold Improvements shall commence prior to (i) the expiration of any required site development or conditional use permit or other licenses or permits which may be issued by County and (ii) the expiration of any other required discretionary approvals, consents or permits which may be issued by any governmental body.

During the Work, Lessee shall have the right and obligation to supervise the construction in the field.

6.4.3. **Change Orders**

Lessee shall obtain Director's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) before signing any change order or changing the Plans and Specifications of any Work, if: (i) the change materially changes the character or quality of the Work; or (ii) the change requires any extension of the scheduled completion timeframe. Such requests shall be submitted to the Director in writing with the sufficient information on change order for the Director to approve or disapprove. If approved, Lessee shall provide the County with copies of all change orders (whether or not the Director's approval thereof is required) promptly after the execution thereof by all parties thereto. If Lessee requests Director's consent to any such change order and Director fails to approve or reject (which rejection shall be given in writing and shall specify the reasons therefor) such change order within ten (10) Business Days after Lessee's request for the same, Director's approval shall be deemed given. If Lessee proceeds, without the Director's prior written approval or deemed approval, with construction on a change order for which the Director's approval is required hereunder, the costs of reversing, removing or altering the Work covered by such change order shall be borne solely by Lessee if Director does not subsequently agree to such construction on a change order.

6.4.4. **Failure to Comply with County Requirements or Applicable Laws**

If Lessee, for any reason, fails to comply with any of County's requirements or any other applicable Law concerning Lessee's construction, County shall have the right to require Lessee, at Lessee's sole expense, to alter, repair, or replace any Leasehold Improvements or refurbishments or perform any other action to the reasonable satisfaction of the Director to bring Lessee into compliance with any applicable Laws. In the event that Lessee fails to perform any such replacements, alterations or repairs after demand from County, County may, in its sole discretion, cause such replacements, alterations, or repairs or perform any other required action as shall bring Lessee into compliance with any applicable Laws. Lessee agrees to promptly reimburse County for such costs, plus ten percent (10%) thereof for administrative overhead subject to change pursuant to ordinance, resolution, or other official policy-setting document that

may be adopted and established from time to time by the Board of Supervisors. In the event that County declines to cause the required replacements, alterations or repairs to be performed, County may, in its sole discretion, declare this Agreement in default, terminate this Agreement pursuant to the termination for default provisions in Section 13 of this Agreement. Lessee's obligation to reimburse County for such expenditures shall survive the termination of this Agreement.

6.5. **General Approvals**

Lessee, at its own cost and expense, shall procure all permits and insurance necessary for all Work (including but not limited to any required environmental permits or clearance and approvals from any governmental agency or entity, including County departments other than the Airport). Lessee shall require in any Construction Contract that its contractor comply with all applicable Laws.

All work required in the construction of Leasehold Improvements, including any site preparation work, landscaping work, utility installation work as well as actual construction work on the Premises, shall be performed only by competent contractors duly licensed under the laws of the State of California and shall be performed pursuant to written contracts with such contractors.

Unless otherwise specified, where the Director's approval is required in this Section 6, such approval shall not be deemed to include the approval of the Director of Planning, Building and Environmental Services, or any other County department or governmental or public entity which Lessee may be required to obtain.

6.6. **Liens**

Lessee shall keep the Premises free of any liens arising out of the work performed, materials furnished or obligations incurred by Lessee in the performance of any construction or installation of Leasehold Improvements. Lessee shall notify County at least ten (10) Business Days prior to the commencement of any work to be performed or materials to be furnished on the Premises which could give rise to any such lien, and County shall have the right to post and keep on the Premises any notices that may be required by law or which County may deem proper for the protection of County, or the Premises from such liens.

6.7. **Airport Obstructions**

County reserves the right to take any action it considers necessary, without liability to Lessee for any damage caused thereby, to protect the aerial approaches of the Airport against obstruction or hazard, together with the right to prevent Lessee from erecting, or permitting to be erected, or to require the removal of any building or other structure on the Premises (other than the Leasehold Improvements under construction or then-constructed as approved by County) which, in the opinion of County, would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.8. **County Not Responsible for Work**

County shall not be responsible to Lessee or any other party for the performance of the

contractor or contractors under the Construction Contracts for the Work. The County shall not be required to pay or provide any moneys for the Work. Failure of the contractor or contractors to complete the acquisition, construction, notification, expansion and installation of the Leasehold Improvements in accordance with the Construction Contracts shall in no way affect the obligations of Lessee under this Agreement.

6.9. **Lessee's Failure to Diligently Pursue Construction**

In the event of unreasonable delays in the Progress of Work as provided in Section 6.4.2 above (other than force majeure) and such delays are the result of matters within the reasonable control of the Lessee, the Director shall notify the Lessee in writing of such unreasonable delay and the Lessee shall have fifteen (15) days to remedy such delay or to demonstrate that Lessee is working diligently to remedy such delay. If Lessee fails to remedy such delay or to demonstrate that Lessee is working diligently to remedy such delay within fifteen (15) days after written notice from the Director, such failure shall be considered an Event of Default hereunder, and, in addition to any remedy under Section 13.2 hereof, County shall have the right, upon written notice to Lessee, to take over the management, at Lessee's sole cost and expense, of Lessee's construction.

If after commencing any Work on the Premises, Lessee (without Director's prior written consent) ceases such Work for thirty (30) continuous days (other than cessation of Work due to force majeure), such cessation of Work shall be an Event of Default hereunder, and, in addition to any remedy under Section 13.2 hereof, County shall have the right, upon seven (7) days written notice to the Lessee, to take over the management, at Lessee's sole cost and expense, of Lessee's construction.

6.10. **Alterations/Refurbishments**

After completion of the Leasehold Improvements, Lessee may, subject to compliance with all applicable permitting and reasonable approval requirements of the County and any other regulatory agency having jurisdiction, and all of the foregoing requirements, at its own cost and expense (except as otherwise provided herein); and after having obtained the prior written consent of the Director; install any fixture or improvement or do or make alterations or do any remodeling, repair, construction or modification to the Premises collectively "Modifications". Any such Modifications shall be made in conformance with the construction provisions in this Section 6. Upon the completion of any Modifications, Lessee shall furnish the Director seven (7) complete sets of "as installed" detailed Plans and Specifications of the work as completed, and a CAD disk if requested by Director. Lessee shall provide Plans and Specifications in an alternative format if requested by Director, and such alternative format is reasonably available to Lessee.

6.11. **Title to Leasehold Improvements**

During the Term, title to the Leasehold Improvements shall remain with Lessee. Upon the expiration or earlier termination of the Term plus any Option Term(s), except as to those Leasehold Improvements that County requires Lessee to remove, title to the Leasehold

Improvements shall automatically vest in County, and Lessee shall execute, acknowledge and deliver to County a proper instrument in writing releasing and quitclaiming to County all right, title, and interest of Lessee in and to the Premises and any Leasehold Improvements thereon by virtue of this Agreement or otherwise.

6.12. Claims by Mechanics or Material Suppliers

In the event any of the persons or entities entitled to make claims pursuant to California Civil Code Sections 8400, 9100 or 9554(b) record a claim of lien (whether valid or invalid), then Lessee shall, at its sole cost and expense, and within fifteen (15) days, (i) cause the same to be removed; (ii) legally challenge the filing of the lien and clear or pay the lien within 90 days; or (iii) pay the same in full. The obligation of Lessee contained in the preceding sentence shall exist notwithstanding the fact that the general contractor or a subcontractor may have been paid for such work.

Section 7. Mortgage of Premises

7.1. Prohibited Encumbrances

Except as permitted in Section 7.2, Lessee shall not:

i. Engage in any financing or other transaction placing any mortgage or deed of trust upon the Premises herein or the Leasehold Improvements constructed thereon; or

ii. Place or suffer to be placed upon the Premises therein or the Leasehold Improvements any lien, levy attachment or other encumbrance (other than a lien upon the Premises or the Leasehold Improvements for taxes levied but not delinquent or payable with penalty); provided, however, the foregoing notwithstanding, Lessee shall have the right to contest or appeal the validity of any such lien, levy, encumbrance or attachment, provided the Lessee shall (except for a contest pursuant to Section 19.3) first furnish adequate security to the reasonable satisfaction of County to protect Premises during the pendency of such contest or appeal.

Any such mortgage, deed of trust, levy, attachment, encumbrance or lien (collectively, "Encumbrance") shall be deemed to be a violation of this covenant on the date of its execution or filing of record, regardless of whether or when it is foreclosed or otherwise enforced, unless Lessee shall, within twenty (20) days of such date of execution or filing of record, remove such encumbrance or provide adequate security to the reasonable satisfaction of County to protect the Premises and the Leasehold Improvements thereon from such encumbrance.

7.2. Lessee's Rights to Encumber.

An encumbrance permitted pursuant to this Section 7.2 shall be referred to as a "Permitted Mortgage." Lessee may, at any time and from time to time during the term of this Agreement, encumber to any person or entity (hereinafter called "Lender") by deed of trust or mortgage or other security instrument, all, or a portion of Lessee's interest under this Lease, the leasehold

estate hereby created in Lessee and the Leasehold Improvements (collectively, "Lessee's Interest"), for the purpose of constructing the Leasehold Improvements, or to otherwise finance Lessee's business operations (including future improvements) or for the purpose of restructuring or refinancing any debt permitted by this Agreement, provided that Lessee obtains the prior written consent of County, which consent shall not be unreasonably withheld, and further provided that:

i. Except as otherwise expressly provided in this Agreement or in a separate document executed by County which shall not modify this Agreement or limit County's rights as landlord, all rights acquired by said Permitted Mortgagee under said Permitted Mortgage shall be subject and subordinate to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights of County hereunder, none of which covenants, conditions and restrictions is or shall be waived by County by reason of the giving of such Permitted Mortgage, except as expressly provided in this Agreement or in a separate document executed by County. Notwithstanding any foreclosure of any Permitted Mortgage and so long as the Agreement has not been terminated, Lessee shall remain liable for the payment of Ground Rental and all other fees and charges payable pursuant to this Agreement, and for the performance of all of the terms, covenants and conditions of this Agreement which by the terms hereof are to be carried out and performed by Lessee.

ii. Lessee shall give County thirty (30) days prior written notice of any such Permitted Mortgage, and shall accompany the notice with a true copy of the Permitted Mortgage.

iii. Lessee provides all reasonably requested information to County necessary or desirable in order to obtain consent.

iv. No encumbrance incurred by Lessee pursuant to this Section shall, and Lessee shall not have power to incur any encumbrance that will constitute in any way a lien or encumbrance on the fee of the Premises or any interest of County in said Premises.

v. The principal amount of the encumbrance shall not exceed (when added to the principal balances of any other then-existing Permitted Mortgages not being refinanced thereby) an amount equal to eighty percent (80%) of the greater of (a) the then fair market value of Lessee's Interest or (b) the construction cost of the Leasehold Improvements. Lessee shall submit its lender's appraisal which shall be used to determine fair market value. In the event that County disagrees with the lender's appraisal, then the appraisal process stipulated in Section 5.2.2 shall apply.

vi. No encumbrance incurred by Lessee pursuant to this Section shall extend beyond the term of this Agreement.

vii. The encumbrance shall contain provisions permitting the disposition and application

of the insurance proceeds and condemnation awards in the manner provided in this Agreement, except as County may otherwise agree in its sole discretion.

viii. An encumbrance may be given only pursuant to a bona fide loan transaction. The holder of an encumbrance is herein referred to as a Permitted Mortgagee.

In order to facilitate the approval of an initial encumbrance obtained for the purpose of constructing the Leasehold Improvements as described in Exhibit F attached hereto, Director is authorized to consent to said encumbrance provided that all provisions of this Section 7.2 are complied with by Lessee and that all documents in connection therewith are approved as to form by County Counsel, such consent not to be unreasonably delayed or withheld.

7.3. **Notice of Loan Default.**

Any Permitted Mortgage that contains a power of sale as defined by California law, shall contain a provision that a copy of any notice of default and a copy of any notice of sale under such deed of trust or mortgage shall be mailed to County at the address specified in Section 39 of this Agreement, simultaneously with any such notice to Lessee.

7.4. **Notice to and Service on Lender.**

Lessee shall at all times keep County informed in writing of the name and mailing address of Lender and any changes in Lender's mailing address. No Permitted Mortgagee shall have the rights or benefits mentioned in this Section 7 nor shall the provisions of this Section 7 be binding upon County, unless and until the name and address of the Permitted Mortgagee shall have been delivered to County, notwithstanding any other form of notice, actual or constructive.

7.5. **Rights of Lender.**

Should Lessee grant any Permitted Mortgage pursuant to Section 7.2 of this Agreement, the Lender shall have the right at any time during the term of this Agreement and the existence of the Permitted Mortgage to:

i. Do any act or thing required of Lessee under this Agreement which may be necessary and proper to be done in observance of the covenants and conditions of this Agreement, and any such act or thing done and performed by Lender shall be as effective to prevent a forfeiture of Lessee's rights under this Agreement as if done by Lessee, provided that Lender complies with Section 7.6.

ii. Realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the Permitted Mortgage and to:

    a. Transfer, convey, or assign the title of Lessee to the leasehold estate created by the Agreement to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in the Permitted Mortgage; provided, however, that Lender first complies with the

provisions of Section 7.6. Such assignee shall have the same responsibilities for performance as original Lessee.

b. Acquire and succeed to the Lessee interest by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in the Permitted Mortgage.

7.6. **Right of Lender to Cure Defaults.**

If Lessee, or Lessee's successors or assigns, shall mortgage this Agreement in compliance with the provisions of this Section 7, then, so long as any such Permitted Mortgage shall remain unsatisfied of record, the following provisions shall apply:

i. County, upon serving upon Lessee any notice of default pursuant to the provisions of Section 13 hereof, or any other notice under the provisions of or with respect to this Agreement, shall also serve a copy of such notice upon any Permitted Mortgagee at the address provided for in such notice by Lessee, and no notice by County to Lessee hereunder shall affect any rights of a Permitted Mortgagee unless and until a copy thereof has been so served to such Permitted Mortgagee.

ii. Any Permitted Mortgagee, in case Lessee shall be in default hereunder, shall, within the period provided for Lessee to cure such default and otherwise as herein provided, have the right, but not the obligation, to remedy such default or cause the same to be remedied, and County shall accept such performance by or at the instance of the Permitted Mortgagee as if the same had been made by Lessee; provided, however, that if the breach or default is with respect to the initial construction of the Leasehold Improvements, nothing contained in this Section or any other Section or provision of this Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the improvements beyond the extent necessary to conserve or protect the improvements or construction already made without first having expressly assumed the Lessee's obligation to County to complete, in the manner provided in this Agreement, the improvements on the Premises or the part thereof to which the lien or title of such Permitted Mortgagee relates.

iii. For the purposes of this Section 7, no Event of Default, other than an Event of Default due to a default in the payment of money, shall be deemed to exist under Section 13 hereof with respect to the performance of work required to be performed, or of acts to be done or of conditions to be remedied, if steps shall, in good faith, have been commenced by Lessee or a Permitted Mortgagee within the time permitted therefore to rectify the same and shall be prosecuted to completion with diligence and continuity as Section 13 hereof provides.

iv. Anything herein contained to the contrary notwithstanding, upon the occurrence of an Event of Default, other than an Event of Default due to a default in the payment of

money, County shall take no action to effect a termination of this Agreement without first giving to any Permitted Mortgagee written notice thereof and a reasonable time thereafter which shall not be less than thirty (30) days within which to either (i) obtain possession of the mortgaged property (including possession by a receiver), or (ii) institute, prosecute and complete foreclosure proceedings or otherwise diligently acquire Lessee's interest under this Agreement. A Permitted Mortgagee, upon acquiring Lessee's interest under this Agreement, shall be required promptly to cure all defaults then reasonably susceptible to being cured by such Permitted Mortgagee; provided, however, that: (i) such Permitted Mortgagee shall not be obligated to continue such possession or to continue such foreclosure proceedings after such defaults shall have been cured; (ii) nothing herein contained shall preclude County, subject to the provisions of this Section, from exercising any rights or remedies under this Agreement with respect to any other default by Lessee during the pendency of such foreclosure proceedings; and (iii) such Permitted Mortgagee shall agree with County, in writing, to comply during the period of such forbearance with such of the terms, conditions and covenants of this Agreement as are reasonably susceptible to being complied with by such Permitted Mortgagee. Any default by Lessee not reasonably susceptible to being cured by such Permitted Mortgagee, shall be deemed waived by County upon completion of such foreclosure proceedings or upon such acquisition of Lessee's interest in this Agreement, except that any such events of default which are reasonably susceptible to being cured after such completion and acquisition shall then be cured with reasonable diligence. Such Permitted Mortgagee, or its designee or other purchaser in foreclosure proceedings, may become the legal owner of the leasehold estate of this Agreement through such foreclosure proceedings or by assignment of this Agreement in lieu of foreclosure. A Permitted Mortgagee or its designee or other party which becomes the legal owner of the leasehold estate of this Agreement through foreclosure proceedings or by an assignment of this Agreement in lieu of foreclosure shall be deemed by such acquisition to have assumed all of Lessee's rights and obligations under this Agreement which are reasonably susceptible to being performed by such party.

v. In the event of the termination of this Agreement prior to the Expiration because of Lessee’s default, or operation of law, County shall serve upon the holder of the senior Permitted Mortgage written notice that the Agreement has been terminated, together with a statement of any and all sums which would at that time be due under this Agreement but for such termination, and of all other defaults, if any, under this Agreement then known to County. The senior Permitted Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

   a. Upon the written request of the Permitted Mortgagee, within sixty (60) days after service of such notice that the Agreement has been terminated, County shall enter into a new lease of the Premises and Leasehold Improvements thereon with such holder, or its designee, as follows:

b. Such new lease shall be the same priority as this Agreement, shall be effective as of the date of termination of this Agreement, and shall be for the remainder of the term of this Agreement and at the Base Rent and upon all the agreements, terms, covenants and conditions hereof. Such new lease shall require that the Lessee perform any unfulfilled obligation of Lessee under this Agreement which is reasonably susceptible to being performed by such Lessee. Upon the execution of such new lease, the Lessee named therein shall pay any and all sums which would at the time of the execution hereof be due under this Agreement but for such termination, and shall pay all expenses, including reasonable counsel fees, court costs and disbursements incurred by County in connection with such defaults and termination, the recovery of possession of the Premises, and the preparation, execution and delivery of such new lease. Upon the execution of such new lease, County shall allow to the Lessee named therein and such Lessee shall be entitled to an adjustment in an amount equal to such expenses from the net income, if any, derived by County from the Premises during the period from the date of termination of this Agreement to the date of execution of such new lease.

vi. Any notice or other communication which County shall desire or is required to give to or serve upon the holder of a Permitted Mortgage under this Agreement shall be in writing and shall be served by certified mail, return receipt requested, addressed to such holder at the address provided for in Section 39 hereof, or at such other address as shall be designated by such holder in writing given to County by certified mail, return receipt requested. Any notice or other communication which the holder of a Permitted Mortgage under this Agreement shall desire or is required to give to or serve upon County shall be deemed to have been duly given or served if (i) sent by certified mail, return receipt requested, addressed to County at County's address as set forth in Section 39 of this Agreement or at such other addresses as shall be designated by County by notice in writing given to such holder by certified mail, return receipt requested, and (ii) sent by certified mail, return receipt requested, to the County's other mortgagees, if any.

vii. Effective upon the commencement of the term of any new lease executed pursuant to Subsection e. of this Section, all subleases then in effect shall be assigned and transferred without recourse by County to the Lessee under such new lease, and all monies on deposit with County which Lessee would have been entitled to use but for the termination or expiration of this Agreement may be used by the Lessee under such new lease for the purposes of and in accordance with the provisions of such new lease.

viii. Anything herein contained to the contrary notwithstanding, the provisions of this Section 7 shall inure only to the benefit of the holders of Permitted Mortgages.

7.7. **Lender as Assignee of Agreement.**

No Lender under a Permitted Mortgage granted by Lessee pursuant to Section 7.2 of this Agreement shall be liable to County as an assignee of this Agreement unless and until such time as Lender acquires all rights of Lessee under this Agreement through foreclosure or other proceedings in the nature of foreclosure or as a result of some other action or remedy provided by law or the instrument creating the Permitted Mortgagee and in such event the Lender shall have no personal liability for the prior acts or omission of Lessee. However, Lender shall cure any default in accordance with the terms of the Agreement.

7.8. **Lender as Including Subsequent Security Holders.**

The term "Lender" as used in this Agreement shall mean not only the person, persons, or entity that loaned money to Lessee and is named as beneficiary, mortgagee, secured party, or security holder in a Permitted Mortgage but also all subsequent assignees and holders of the Permitted Mortgage.

7.9. **Affirmation of Agreement in Bankruptcy.**

In the event of the filing of a petition in bankruptcy by the Lessee, and the Lessee rejects this Agreement under Section 365 of the United States Bankruptcy Code, the County shall, upon the request of a Permitted Mortgagee, enter into a new Agreement on the same terms and conditions with the Permitted Mortgagee immediately upon Lessee's rejection of this Agreement.

Section 8. Maintenance of Premises

8.1. **“Maintenance” Defined**

Lessee shall be obligated at all times throughout the Term plus any Option Term(s), without cost to County, to maintain the Premises in good appearance, repair, clean and safe condition, and in a condition otherwise reasonably satisfactory to Director, reasonable wear and tear excepted. Lessee, at its sole cost, shall promptly make all necessary repairs and replacements. All maintenance, repair and replacement shall be performed diligently and shall be of a quality equal to or better than the original work in materials and quality, reasonable wear and tear excepted. When used in this Agreement, the term "maintenance" shall include all repairs, alterations, replacements, maintenance and/or removals deemed reasonably necessary by Director.

8.1.1. **Maintenance of Apron**

For that pavement within Lessee’s Premises within any AOA, expressly including but not limited to the existing and new apron areas illustrated in Exhibit A, as well as the North FBO Non-Exclusive License Area in County’s possession, Lessee shall be obligated to develop a Pavement Management Program (“PMP”) to the satisfaction of the Director. The PMP shall be prepared using guidance, principles, and concepts within FAA AC 150/5380-7B. Once approved by the Director, Lessee is obligated to implement the PMP and perform the prescribed routine maintenance. Any pavement failures or pavement conditions deemed to be unsafe by the Director shall be repaired promptly to the satisfaction of the Director.

8.1.2. **Maintenance**

For those improvements and equipment associated with Lessee's fueling operations (e.g., fuel farm, refueling vehicles, self-serve fuel facility, etc.), Lessee is obligated to develop an Operations and Maintenance ("O&M") Manual to the reasonable satisfaction of the Director. The O&M Manual shall identify the maintenance practices, procedures, and replacement schedules that will be used to ensure the safe and dependable dispensing of aviation fuels. The O&M Manual shall be prepared using guidance from the Air Transport Association of American (ATA) Specification 103, "Airport Fuel Facility Operations and Maintenance Guidance Manual," as well as applicable NFPA codes and FAA Advisory Circulars.

8.2. **Quality of Maintenance**

Director shall use reasonable discretion in determining the quality of maintenance of the Premises. County's employees and agents may, during normal business hours at reasonable times scheduled in advance with Lessee, enter upon the Premises to determine if maintenance satisfactory to Director is being performed, provided, Lessee and its subtenants and users shall not be unreasonably disturbed thereby. If Lessee fails to perform the maintenance or the maintenance is not being performed in a manner reasonably satisfactory to Director, Director will notify Lessee in writing. If the maintenance is not so performed by Lessee within fifteen (15) days after receipt of written notice (or such additional period of time as necessary if Lessee has commenced such cure within such time period and diligently prosecutes the same to completion), County shall have the right (but not the obligation) to enter upon the Premises at reasonable times scheduled in advance with Lessee and perform the necessary maintenance and upon receipt of the notice of maintenance cost, Lessee agrees to promptly reimburse County for the maintenance cost incurred, plus ten percent (10%) thereof for administrative overhead, subject to change pursuant to ordinance, resolution, or other official policy-setting document that may be adopted and established from time to time by the Board of Supervisors.

8.3. **Responsibility to Modernize**

Lessee acknowledges its ongoing responsibility to conduct its respective activities on or about the Premises in a manner reasonably consistent with established state-of-the art technological improvements relating to sound and air emission controls and the safety of aircraft operation generally, and agrees to utilize modern aviation designs, equipment and facilities as such become generally available and recognized in the aviation industry, except that Lessee may own, operate and/or provide equipment-appropriate pilot and support training for and repairs of antique or historic aircraft with the prior written consent of the Director, even if such training or repairs would not be state-of-the-art for modern aircraft. For purposes of this Paragraph, antique or historic aircraft shall be deemed to be aircraft more than 30 years old. At the request of the Director, Lessee shall attend meetings from time to time to review and consider incorporation of such modern developments in aviation into the conduct by Lessee of its activities on the Premises.

8.4. **Lessee's Waiver of Any Rights to Make Repairs at County's Expense**

Lessee expressly waives all statutory rights to make repairs at the expense of the County and to

deduct the cost of such repairs from the Rent. Without limiting the generality of the foregoing, Lessee hereby waives California Civil Code Sections 1932(2**)** and 1933(4), providing for termination of hiring upon destruction of the thing hired, and California Civil Code Sections 1941 and 1942, providing for repairs to and of the Premises.

8.5. **Janitorial Service**

Lessee, at its sole cost and expense and in compliance with the laws and regulations of the State of California, shall keep and maintain the Premises clean and free of rubbish, dirt, garbage, and other waste matter at all times and shall provide and pay for regular janitorial and other service necessary for the proper maintenance of the Premises in a clean and sanitary manner. Lessee, at its sole cost and expense, shall cause all dirt, rubbish, trash, garbage, recycling, compostable materials, and other waste matter to be removed from the Premises.

8.6. **No Waste**

Neither Lessee, its employees, distributors or agents shall commit, nor suffer, permit or allow to be committed, any waste or public or private nuisance on the Premises nor any other act or thing which may unreasonably disturb the quiet enjoyment of any other lessee, permittee, licensee, invitee or other person using or occupying any portion of the Airport.

8.7. **Miscellaneous**

Lessee, at its sole cost and expense, shall:

i. make all alterations, additions, or repairs to the Premises required by any applicable Law;

ii. maintain any trees or landscaping on the Premises or Leasehold Improvements, in acceptable condition, as required by any applicable Law, and in accordance with any direction of the Director;

iii. observe and comply with all applicable Laws made or issued respecting the Premises; and

iv. indemnify and hold County and the property of County including the Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Lessee's failure to comply with and perform the requirements of this Section 8.7.

Section 9. Books and Records

9.1. **Minimum Retention Period**

Lessee shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to fees, charges, taxes or other amounts payable by Lessee to County pursuant to this Agreement for a minimum of four (4) years from

the date of each payment to County pursuant to this Agreement.

9.2. Availability of Records

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon the written request by the Director, County Counsel, County Auditor, County Executive Officer or a designated representative of any of these offices. Upon request, copies of such documents shall be provided for inspection at the Premises.

Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Lessee's business, County may, by written request by any of the above-named officers, require that custody of records be given to County and that the records and documents be maintained at a location designated by the Director, County Counsel, County Auditor or County Executive Officer. Access to such records and documents shall be granted to any party authorized by Lessee, its representatives or its successor-in-interest**.**

9.3. Audit of Records/Discrepancy

If any examination, inspection or audit of Lessee's books and records by County discloses an underpayment by Lessee, Lessee shall promptly pay County the amount of such underpayment, and if such underpayment is in excess of two percent (2.0%) of such fees and charges that were due, Lessee shall promptly reimburse County for all costs incurred in the conduct of such examination, inspection or audit, including interest from the time such underpayment was due, at the rate of twelve (12%) per annum.

Section 10. Utilities

10.1. Utility Services

Lessee shall secure and pay directly to the respective utility companies any electrical, gas, water, sewer, garbage, recycling, internet, and telephone services to the Premises. The location, relocation and coordination of all utilities and telephone facilities to service the Premises shall be subject to the prior written approval of the Director, not to be unreasonably delayed or withheld.

10.2. Interruption of Utility Services

Lessee agrees that it shall take reasonable steps and any such other action that it deems necessary to protect Lessee's equipment from any damage that may be caused to such equipment in the event of any deficiency, impairment and/or interruption of utility services. County shall not be liable for any failure to furnish to, or for any interruption in, any services or utilities benefiting the Premises and Lessee shall not be entitled to any damages resulting from such failure or to any diminution or abatement in any Rent or other amounts payable by Lessee hereunder. Lessee waives any and all claims and/or causes of action against County for any such damages.

Section 11. Avigation Easement

County hereby reserves to itself and its successors and assigns, for the benefit and use of the

public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operating on the Airport. For the purpose of this Agreement, all rights reserved pursuant to this Section 11 are referred to collectively herein as the "Avigation Easement." This Avigation Easement shall not operate to deprive Lessee, its agents, contractors, directors, employees, officers, and representatives, of any rights which Lessee, its agents, contractors, directors, employees, officers, and representatives, may from time to time have against any operator of aircraft or third parties responsible for any act or omission respecting the operation of aircraft.

11.1. Lessee's Assumption of Risk

As between Lessee and the County, except for the gross negligence or willful misconduct of County, its employees, agents, representatives, successors and assigns, Lessee agrees to voluntarily assume all risk of loss, damage, or injury to the person and property of Lessee (including the right of Lessee to occupy the Premises), its agents, contractors, directors, employees, officers, and representatives, in or about the Airport or the Premises which may be caused by or arise or occur in any manner:

i. From the flight of any aircraft of any and all kinds now or hereafter flown in, through, across, or about any portion of the air space over the Airport or the Premises; or

ii. From noise, vibration, currents and other effects of air, illumination, and fuel consumption, or fear thereof, arising or occurring from or during such flight, or from or during the use by aircraft of the Airport, including but not limited to, landing, storage, repair, maintenance, operation, run-up, and take-off of such aircraft, and the approach and departure of aircraft to or from the Airport.

This provision does not waive Lessee's right against third parties arising from such third parties' action or inaction.

11.2. Waiver and Release

Except as otherwise provided herein, Lessee hereby waives and releases County, its agents, contractors, directors, employees, officers, and representatives, from any and all claims or causes of action which it may now or hereafter have against County, its agents, contractors, directors, employees, officers, and representatives, for any such loss, damage or injury as it pertains to this reservation of Avigation Easement.

Section 12. Assignment or Transfer

County's consideration for entering into this Agreement, in addition to any other consideration provided for in this Agreement, includes facilitating competition between multiple FBOs and Lessee's unique experience and personnel that will provide for completing the Leasehold Improvements and providing those services required under the Minimum Standards. For that

reason and to ensure continued compliance with the County's obligations to the federal government, Lessee shall not assign or transfer a controlling interest in this Agreement without the prior written consent of the County, which consent shall be granted in the County's sole and absolute discretion.

12.1. **Consent For Non-Controlling Transfer or Sublease**

Except as otherwise provided for in Section 7 of this Agreement (Mortgage of Premises), Lessee shall not assign, sublease, convey, sell, pledge, hypothecate, encumber by deed of trust, mortgage, or other instrument, or otherwise transfer this Agreement, the Premises or any part thereof, or any rights of Lessee hereunder, whether voluntarily or by operation of law (collectively or singularly, a "Transfer"), without the prior written consent of the County acting by and through its Board of Supervisors (other than those subleases entered into in the ordinary course of its business to a (i) SASO for a portions of the Premises reasonably consistent with a SASO's required space under the Minimum Standards, or (ii) hangaring of an aircraft). Consistent with Civil Code section 1995.230, the County's discretion to consent to or deny a transfer shall be absolute. A Transfer within the meaning of this Section shall include, but is not limited to, the following: the incorporation of an individual Lessee and the transfer of Lessee's rights hereunder to the corporation which is not wholly owned by Lessee; in the event that Lessee is a partnership, incorporation of Lessee and transfer of Lessee's rights hereunder to the corporation, or the withdrawal or addition of any partner to Lessee's partnership; in the event that Lessee consists of co-tenants, the incorporation of Lessee and transfer of its rights hereunder to the corporation, or the voluntary or involuntary transfer by any one or more co-tenants of that Person's rights hereunder to a co-tenant or to a third Person; in the event that Lessee is a corporation, the change in the ownership of fifty percent (50%) or more of the capital stock of Lessee; and, in the event that Lessee is an unincorporated association, the incorporation of Lessee and the transfer of its rights hereunder to the corporation, or the change in fifty percent (50%) or more of the membership of the association.

12.2. **Factors County Could Consider**

While the County maintains sole and absolute discretion whether to consent to a Transfer, the County may, also in its sole discretion, consider one of more of the following factors in making its decision: (i) the financial condition and responsibility of the proposed transferee; (ii) the type of activity proposed to be conducted by such transferee at the Airport, if the activity is to change from what the Lessee is then conducting; (iii) the capabilities and expertise of the proposed transferee to manage and operate the proposed activity; (iv) the past service record of the proposed transferee; (vi) any financial impacts (i.e. lost revenues) to County associated with such proposed Transfer (any costs to County shall be prohibited); (vii) any potential impacts on availability of or competition of FBO services at the Airport (a Transfer to another FBO in contract with the County or any Person associated with another FBO in contract with the County is expressly prohibited and any such attempted Transfer shall be null and void), and (viii) the impact of the Transfer on the County's compliance with any obligations to the FAA, including the Grant Assurances. In addition, County's consent to any proposed Transfer under this Agreement shall be conditioned upon, among other things, the express written assumption by the proposed transferee (if the Lessee's interest in this Agreement is being transferred) of Lessee's

obligations under this Agreement and/or performance of required or necessary repairs or maintenance to the Premises.

12.3. **Notice**

The Lessee shall notify the County in writing of its desire and the details of any proposed Transfer at least ninety (90) days prior to the proposed date of any Transfer along with that deposit required by 12.4.

If the information provided by the Lessee is not, in the sole discretion of the County, sufficient to make a decision on whether to consent to the transaction, the County shall notify the Lessee within a reasonable time after receipt of the notification what additional information is required. Any attempted Transfer in violation of the provisions hereof shall be null and void and an Event of Default as detailed further in Section 13 of this Agreement.

12.4. **Processing Fee**

Lessee shall pay County's costs for reviewing any proposed Transfer and preparing any documents in connection therewith, all staff time and expressly including County's attorneys' fees, inclusive of County's outside counsel. County shall not consider any Transfer, under its sole and absolute discretion if Lessee fails to timely provide County with full, complete, and necessary information, or to pay the processing fee.

In connection with that review, Lessee shall submit to County a Lease/Sublease Execution Deposit for the expenses incurred for the review and approval of the proposed sublease (the "Lease/Sublease Execution Deposit"). Such Lease/Sublease Execution Deposit shall equal a minimum of $5,000, and may be greater than $5,000 as determined by the Director, and shall be replenished by Lessee if and when notified by the Director that the account has fallen below $500.

12.5. **Subleases**

All subleases of hangar space, ramp parking space, and office/facility space in the ordinary course of business shall be between Lessee and sublessee. Lessee shall provide the Airport Manager copies of all subleases within fifteen (15) days following their approval. Subleases shall not have a term in excess of five (5) years unless approved in writing by the Director. Lessee shall guarantee and enforce performance of the sublease in compliance with the terms of this Lease.

Sub-subleases are prohibited and shall constitute a breach of this Lease. For avoidance of doubt, Lessee's licenses to customers of daily and monthly hangar space accommodations and supporting office accommodations are not considered subleases; however, Lessee's licensees are not permitted to sub-lease.

12.6. **Consent Does Not Constitute Waiver**

Consent by County to any Transfer shall not in any way be construed to relieve Lessee from

obtaining further authorization from County for any subsequent Transfer of any nature whatsoever. Any Transfer of the Premises, or any part thereof, in violation of the provisions of this Section 12, shall be void and shall be an Event of Default and the acceptance by County of any rent as provided herein or the continuation of the use of the Premises, as provided herein, by Lessee or Lessee's transferee, sublessee, assignee, or successor-in-interest, shall not be deemed a waiver of such Event of Default. Any and all requests by Lessee to County for authorization to make any Transfer shall be made in writing by certified mail to the Director and shall include copies of the proposed documents of Transfer.

Section 13. Default

13.1. Events of Default

In addition to the other defaults specified in this Agreement, the County may determine in its sole discretion that Lessee may be in default under this Agreement, and a breach of this Agreement may exist if any of the following events (severally "Event of Default" and collectively "Events of Default") shall occur:

13.1.1. Failure to Pay Ground Rent, Fees or Charges

Lessee shall have failed to pay when due any Rent, fee, charge, or obligation of Lessee requiring the payment of money under the terms of this Agreement and such failure shall have not been cured within ten (10) days after written notice thereof.

13.1.2. Failure to Maintain Operations

Lessee shall have abandoned, or vacated the Premises or failed to maintain continuous operations on the Premises for a period of more than forty-eight (48) hours without the consent of Director; provided, however, that if such abandonment or vacation or failure to maintain continuous operations is the result of war, strike, embargo, riot, civil commotion, pandemic, acts of public enemies, flood, earthquake or other natural disasters, casualty damage to the Premises, construction of improvements, or any other similar cause beyond Lessee's reasonable control, such involuntary day period of nonuse shall be excluded in computing the period set out above.

13.1.3. Failure to Maintain Insurance

Lessee shall have failed to maintain any insurance required under Section 17 and such failure shall have not have been cured within ten (10) days after written notice thereof.

13.1.4. Failure to Restore Security Deposit

Lessee shall have failed to restore the security deposit as required under Section 5.4 and such failure shall have not been cured within ten (10) days after written notice thereof.

13.1.5. Failure to Timely Commence or Complete Construction

As provided in Section 6.4.2 and subject to the provisions of Section 6.9, Lessee's failure either to: (a) present adequate documentation to allow Director to issue grant approvals or issue a Notice to Proceed in accordance with the requirements of this Agreement and by the timeframes

associated with such milestones in Exhibit F (other than due to force majeure); or (b) complete the Leasehold Improvements not later than the associated milestone timeframes for completing Leasehold Improvements in Exhibit F shall be deemed a Default (other than due to force majeure).

13.1.6. **Failure to Perform Other Terms**

Lessee shall have failed to perform any term, covenant, or condition of this Agreement to be performed by Lessee, except those referred to in Sections 13.1.1, 13.1.2, 13.1.3, 13.1.4 or 13.1.5 and Lessee shall have failed to cure same within thirty (30) days after written notice from County; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days reasonably are required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.1.7. **Actions to Remove Competition**

Consistent with the recitals to this Agreement, it is the County's intent to ensure competition for aeronautical service providers (including Fixed Base Operators) at the Airport as encouraged by the FAA. Any action by Lessee to acquire or assume control of a competing FBO at the Airport, expressly including but not limited to any action, including offers or entering negotiations, to acquire or assume control of, either directly or indirectly through any other Person, Napa County Agreement No. 3371, Napa County Agreement No. 4174, Napa County Agreement No. 4858, Napa County Agreement No. 6663, or any other ground lease, license, or operating agreement executed with the Adjacent FBO, or any other FBO, or assume control through another Person of the same, shall constitute an Incurable Default of this Agreement.

13.1.8. **Representations and Warranties**

Any representation or warranty made by Lessee hereunder shall have been false or misleading in any material respect as of the date on which such representation or warranty was made.

13.1.9. **Assignment of Assets to Creditors**

Lessee shall have made a general assignment of its assets for the benefit of its creditors.

13.1.10. **Unauthorized Assignment**

Lessee shall have assigned or otherwise transferred its interest in this Agreement in violation of the provisions contained in this Agreement whether voluntarily or by operation of law (which shall be deemed an Incurable Default).

13.1.11. **Bankruptcy or Insolvency**

A court shall have made or entered any decree or order: (i) adjudging Lessee to be bankrupt or insolvent (ii) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof; (iii) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of Lessee and such decree or order shall have continued for a period of sixty (60) days; or (v) Lessee shall have voluntarily submitted to or filed a petition seeking any such decree or order.

13.1.12. **Attachment or Levy of Lessee's Interest in Agreement**

The sequestration or attachment of or execution or other levy on Lessee's interest in this Agreement or the Premises or any improvements located thereon shall have occurred and Lessee shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such levy, whichever first occurs.

13.1.13. **Revocation or Suspension of Required Authorizations**

The occurrence of any act or omission on the part of Lessee which operates to suspend, revoke or terminate any certificate, permit, franchise, approval, authorization or power necessary for Lessee to lawfully conduct the Permitted Activities on the Premises which has not been cured within thirty (30) days after written notice to Lessee, provided, however, that if the nature of Lessee's default is such that more than thirty (30) days reasonably are required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.1.14. **Undischarged or Uncontested Liens**

Any lien shall be filed against the Premises because of any act or omission of Lessee, and shall not be discharged or contested by Lessee in good faith by proper legal proceedings within twenty (20) days after receipt of notice thereof by County.

13.1.15. **Violation of Gift Prohibitions**

The violation of the Agreement Section titled "Prohibition of Gifts."

13.1.16. **Use of Premises for Illegal Activity**

Lessee knowingly uses or gives its permission to any person to use any portion of the Premises for any illegal purpose (which shall be deemed an Incurable Default).

13.1.17. **Failure to Remedy Hazardous Materials Discharge or Release**

Lessee fails to remedy any Hazardous Materials Discharge or Release as required pursuant to the terms of this Agreement, and Lessee shall have failed to cure same within thirty (30) days after written notice from County; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days reasonably are required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.1.18. **Failure to Remedy a Violation of Any Laws**

Failure to remedy a violation of any laws, rules or regulations as specified under Section 25.1 and 25.2 of this Agreement, now in force or which may hereafter be in force pertaining to the Premises and Lessee's operations and activities thereon, and Lessee shall have failed to cure same within thirty (30) days after written notice from County; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days reasonably are required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.2. **Remedies**

Upon an Event of Default, County shall have the following remedies, in addition to all other rights and remedies provided by law, equity or otherwise under this Agreement, to which County may resort cumulatively, or in the alternative:

13.2.1. **County's Right to Self-Help**

To the fullest extent allowed by law, to address an urgent Airport need such as, but not limited to, a safety, security, or environmental incident that is Lessee's responsibility, County may, at any time without prior notice to Lessee and without any obligation to do so (implied or otherwise), and upon condition that it be for the account and at the expense of the Lessee, and without a waiver of such breach, perform any act which if performed by Lessee would otherwise cure the breach; provided that County will notify Lessee at the earliest reasonable opportunity and no later than ten (10) days after performance of the act by County. If in so doing County is required or elects to pay any monies or do any acts which will require the payment of any monies or the incurring of any costs or expenses, Lessee covenants to pay to County upon demand by County, the sum or sums of money paid or incurred by County, together with interest at the maximum rate allowed by law plus costs and damages, as part of its rental fee due on the first (1st) day of the month which immediately follows County's demand therefore.

13.2.2. **Termination of Agreement**

County may, at its election, terminate this Agreement upon written notice of termination in which event this Agreement shall terminate on the date set forth in such notice. Any termination under this paragraph shall not relieve Lessee from the payment of any sums then due to County or from any claim for damages or rent previously accrued or then accruing against Lessee. In no event shall any one or more of the following actions by County, in the absence of a written election by County to terminate this Agreement, constitute a termination of this Agreement:

i. Appointment of a receiver or keeper in order to protect County's interest hereunder; or

ii. Any other action by County or its agents intended to mitigate the adverse effects of any breach of this Agreement by Lessee, including, without limitation, action to maintain and preserve the Premises or any action taken to relet the Premises or any portions thereof for the account of Lessee and in the name of Lessee.

13.2.3. **Written Notice of Termination Required**

This Agreement shall not terminate following an Event of Default and an abandonment of the Premises unless County gives Lessee written notice of its election to terminate this Agreement. No act by or on behalf of County intended to mitigate the adverse effect of such breach shall constitute a termination of Lessee's right to possession unless County gives Lessee written notice of termination.

13.2.4. **Damages Resulting from Termination**

In the event County terminates this Agreement following an Event of Default, County shall be entitled to damages in the following sums:

i. The worth at the time of award of all unpaid Base Rent, Additional Rent, Fees and Charges which have been earned at the time of termination; and

ii. The worth at the time of award of the amount by which the unpaid Base Rent, Additional Rent, Fees and Charges which would have been earned after termination until the time of award exceeds the amount of such Base Rent, Additional Rent, Fees and Charges loss that Lessee proves could have been reasonably avoided; and

iii. The worth at the time of award of the amount by which the unpaid rental fees and other fees for the balance of the Term after the time of award exceeds the amount of such rental fee and other fee loss that Lessee proves could be reasonably avoided; and

iv. Any other amount necessary to compensate County for all detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the following (i) expenses for cleaning, repairing or restoring the Premises; (ii) expenses for altering, remodeling or otherwise improving the Premises for the purpose of reletting, including installation of improvements (whether such installation be funded by a reduction of rent, direct payment or allowance to Lessee, or otherwise); (iii) costs of carrying the Premises such as insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Premises; and (v) late payment fees and court costs.

v. The "worth at the time of award" of the amounts referred to in subparagraphs 13.2.5 (i), (ii) and (iii) above shall be computed by allowing interest at the rate of twelve percent (12%) per annum, and by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

13.2.5. **Acceptance of Partial Payments by County**

No payment by Lessee, or receipt by County, of a lesser amount than any Base Rent, Additional Rent, Fee or Charge or other amount due by Lessee hereunder shall be deemed to be other than on account, nor shall any endorsement or statement on any check from Lessee, or letter accompanying any check or payment, be deemed an accord and satisfaction. County may accept any such check or payment without prejudice to County's right to recover the balance of such Base Rent, Additional Rent, Fee or Charge or other amount or to pursue any other right or remedy available to County.

13.2.6. **Liquidated Damages**

In addition to any other rights under this Agreement, Lessee shall pay to County liquidated damages in the amount per occurrence, per day set forth in Table 13.2.6.1 that any violation by

Lessee continues or Lessee is late in timely meeting any obligations set forth in the correspondingly referenced sections of this Agreement. Lessee agrees these amounts are reasonable in light of the anticipated harm to County for each such occurrence, which would otherwise be difficult to calculate with certainty. Before liquidated damages are assessed to Lessee, County shall provide Lessee with written notice of an alleged violation; Lessee will be afforded ten (10) business days to respond and/or cure the alleged breach, or to diligently pursue the correction. Lessee agrees that County may deduct these amounts from the security deposit pursuant to section 5.4 of this Agreement and Lessee further agrees to pay any amounts that may exceed the Security Deposit within thirty (30) days. Any dispute over liquidated damages may be submitted to mediation pursuant to Section 38.

Table 13.2.6.1

Subsections 4.1, 4.2, 4.3 or 4.4.5	$200.00 /OCCURENCE/DAY (with a maximum of $4,000 in any consecutive 30-day period)
Subsection 17.2	$250.00 /OCCURENCE/DAY (with a maximum of $5,000 in any consecutive 30-day period)
Material Violation of Other Sections Not More Expressly Stated Above	$100.00 /OCCURENCE/DAY (with a maximum of $1,000 in any consecutive 30-day period)

13.2.7. **Fines and Penalties**

Violations of the Airports Rules and Regulations are subject to citation and enforcement by the Airport Manager or other authorized personnel pursuant to Chapter 11.28 of the Napa County Code.

13.2.8. **Remedies Cumulative**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No option, right, power, remedy or privilege of County shall be construed as being exhausted or discharged by the exercise thereof in one or more instances.

13.3 **Parent Guaranty**

Lessee is owned or controlled by Alis IA Aviation LLC, a Delaware limited liability company whose industry reputation, experience, and financial strength, County is relying on as an incentive to enter into this Agreement with Lessee. Concurrent with the execution of this Agreement, County and Alis IA Aviation LLC are entering into a parent guaranty agreement to ensure Lessee's successful performance of its obligations under this Agreement. County's exercise of any remedies available to it under the parent guaranty agreement shall not affect any remedies County may have under this Agreement.

Section 14. Waiver of Claims

14.1. No Waiver by County

14.1.1. Waiver of Specific Breaches/Custom or Practice

Any express waiver in writing by County acting by and through authorized County personnel of any breach of any provision of this Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part of any provision be construed to waive or to lessen the right of County to insist upon the performance by Lessee in strict accordance with the provisions of this Agreement.

14.1.2. Acceptance of Ground Rent, Additional Rent, Fees or Charges

The acceptance of the Base Rent, Additional Rent, Fees or Charges hereunder by County shall not be deemed to be a waiver of any preceding Event of Default, other than the failure of Lessee to pay the Base Rent, Additional Rent, Fees or Charges so accepted, regardless of County's knowledge of such Event of Default at the time of acceptance of such Base Rent, Additional Rent, Fees or Charges, nor shall County's acceptance of payment be deemed to be a waiver of any other right or remedy allowed in law or in equity. The consent or approval by County to any act of Lessee requiring County's approval shall not be deemed to waive or render unnecessary the need for County's consent to or approval of any subsequent similar act of Lessee.

14.2. Express Waivers by Lessee

In addition to the foregoing, except as may arise out of the sole active negligence or the sole willful misconduct of County, its officers, employees and agents, Lessee specifically waives any and all of the following claims or causes of action which it may now or hereafter have against County, its officers, employees, contractors and agents:

14.2.1. Other Airport Lessees or Users

For any loss, injury or damage arising or resulting from any act or omission of any occupant, licensee, sublicensee, concessionaire or other occupant of the Airport, or any person who uses the Airport with or without the authorization or permission of County; or

14.2.2. Lessee's Use of Premises

For any loss or damage to the property of, or injury or damage to Lessee, its officers, employees, agents, contractors or any other person, from any cause or condition arising at any time on

account of Lessee's use of the Premises; or

14.2.3. **Lessee's Operations**

For damage to its operations (including, without limitation, any interruption thereof), or to goods, wares, merchandise or other property on or about the Premises, and for injuries or death to persons on or about the Premises from any cause or causes arising at any time.

Section 15. Indemnification

Lessee shall protect, defend, indemnify and hold harmless County, its officers, employees contractors and agents against any claim, loss, obligation or liability arising out of or resulting in any way from Lessee's occupation or use of the Premises or the Airport (including without limitation, death or injury to any person) due in whole or in part to the negligent acts (active or passive) by Lessee or to the willful actions or omissions by Lessee, Lessee's officers, employees, or, while acting on behalf of Lessee, Lessee's subcontractors, sublessees and/or agents. Lessee's obligations to indemnify and hold harmless set forth above shall not apply to any such claim, loss, obligation or liability which is due to the sole active negligence or willful misconduct of County and/or its employees, officers or agents. All of Lessee's obligations under this Section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement and continue so long as a viable claim exists. In an action or claim against County in which Lessee is defending County, Lessee shall consult with County prior to selecting legal counsel to provide County's defense.

15.1. Environmental Indemnification/Presumption

Except as otherwise provided in this Agreement, Lessee agrees to defend (using legal counsel reasonably acceptable to the County, taking into consideration that in certain circumstances legal counsel is designated by insurance carriers), indemnify, and hold harmless the County from and against any and all actual or alleged claims, damages, expenses, costs, fees which may be imposed upon, claimed against or incurred or suffered by the County due to actual or alleged damage or loss to a third party, and which, in whole or in part, arise from any of the following that result in a Hazardous Material release: (a) any negligent or wrongful act or omission of Lessee or any partner, officer, director, employee, agent, contractor, Assignee, or a Sublessee of Lessee; (b) any use, occupation, management or control of the Premises by Lessee or any partner, officer, director, employee, agent, contractor, Assignee, or a Sublessee of Lessee, whether or not due to Lessee's own act or omission and whether or not occurring on the Premises; and (c) any breach, violation or nonperformance of any of Lessee's obligations under this Lease resulting in same. If a Hazardous Material is released at, to, or from the Premises, in violation of applicable Environmental Law is discovered, then a rebuttable presumption will exist that Lessee is responsible for all response, remediation, restoration and Environmental Costs arising from such Hazardous Substance Release, and any violation of applicable Environmental Law.

Section 16. Representations and Warranties

Lessee represents, warrants and covenants with respect to this Agreement as follows:

16.1. **Agreement Properly Authorized**

That Lessee has the power and authority to enter into this Agreement with County, that the directors, officers and members of Lessee have approved such power and authority to enter into this Agreement and bind Lessee, that this Agreement shall be executed, delivered and performed pursuant to the power and authority conferred by the members and be binding upon Lessee, and that the individual executing this Agreement is duly authorized to do so.

16.2. **No Unresolved Claims or Disputes**

That there are no unresolved claims or disputes between Lessee and County that Lessee is aware of.

16.3. **Statements, Records and Reports**

That Lessee shall furnish true and accurate, records, reports, resolutions, certifications, and other information as may be requested of Lessee by County from time to time during the term of this Agreement that related to an obligation of Lessee under this Agreement that are reasonably necessary for County to verify compliance by Lessee of the terms of this Agreement.

16.4. **Compliance with Laws**

That to the best of Lessee's knowledge, Lessee is in compliance with all Laws related to Lessee's operations in the United States and the State of California.

16.5. **Good Standing**

That it is now and will remain during the Term in good standing in the State of California, and it is now and will remain during the Term qualified to do business in the State of California.

Section 17. Insurance

17.1. **Insurance Requirements**

Lessee, at its sole cost and expense and for the full term of this Agreement or any renewal thereof, shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or are in connection with, the activities of Lessee (including its subcontractors, agents, representatives and employees) hereunder meeting at least all of the minimum insurance requirements set forth on Exhibit G attached to this Agreement.

17.2. **Failure to Provide**

In the event Lessee fails to procure or maintain any insurance required under this Agreement: (a) County shall have the right, but not the obligation after providing at least ten (10) days prior written notice to Lessee, without limiting or waiving any other rights or remedies it may have at law or in equity, to procure such insurance and at County's sole option charge Lessee for the cost of maintaining and procuring such insurance or to offset the cost thereof against any amount that may be due or subsequently become due to Lessee; and (b) in the event a loss occurs which would have been covered by the insurance required by this Agreement had such insurance been

maintained, Lessee shall pay all amounts that would have been paid by such coverage, minus such amounts actually received by County under a policy procured by County pursuant to this Section 17.

17.3. Waiver of Subrogation

County and Lessee hereby mutually agree that so long as their respective insurance carriers concur, County and Lessee shall waive all rights of recovery against the other on account of loss and damage occasioned to such waiving party for its property or the property of others under its control but only to the extent that such loss or damage is insured against under any insurance policies which may be in force at the time of such loss or damage.

Section 18. Right to Enter

18.1. Reasons for Entry

County reserves and shall have the right by its officers, employees, agents and contractors to enter into and upon the Premises at all reasonable times scheduled in advance with Lessee (and in emergencies at all times):

18.1.1. Inspections

To make any inspection Director may deem expedient or desirable for the proper oversight and/or enforcement of the covenants, conditions, restrictions, limitations and provisions of this Agreement;

18.1.2. Installation of Utility Lines and Sewer Lines

To install, construct and maintain, repair, replace and use any and all public utilities, sewer lines, drainage lines, water lines, water systems, irrigation lines, electrical lines, fuel lines and any municipal uses and appurtenances thereto, either above, on or below the surface of, in, along and/or across the Premises, so long as the same does not unreasonably interfere with the use or enjoyment of the Premises;

18.1.3. County's Exercise of Rights Pursuant to This Agreement

To otherwise maintain, repair or replace the Premises and the Leasehold Improvements, or to do any other repair, maintenance, alteration or removal, under the conditions set forth herein; or

18.1.4. Posting of Notices

To post notices of nonresponsibility for improvements, alterations or repairs, if and when County shall desire to do so.

18.2. No Rent Abatement

Any action taken by County under this Section 18 shall be without abatement of rent or payment of damages or other amounts to Lessee for any loss of occupancy or quiet enjoyment of the Premises, without liability on the part of County for loss or damage that may be sustained by Lessee thereby, and without such action by County being construed as an eviction of Lessee or a

release of Lessee from the duty of observing and performing any of the provisions of this Agreement; provided, however, that such action shall be conducted and undertaken at times and in a manner so as not to unreasonably interfere with the normal operations and business of Lessee, and it's sublessees and users, whenever reasonably possible.

Section 19. Taxes and Assessments

19.1. Lessee to Pay Taxes

Lessee shall pay before delinquency any and all taxes, assessments, licenses, fees, possessory interest taxes and other public charges which may be levied, assessed or imposed upon any of Lessee's leasehold interest, upon Lessee's business, or upon Lessee for the privilege of conducting business within the Premises, or upon any other property of Lessee within the Airport. Payment of any possessory interest tax shall not reduce in any way any Base Rent, Additional Rent, charges, or other fees required to be paid herein.

19.2. Possessory Interest Taxes

Lessee recognizes and understands that this Agreement may create a real property possessory interest that may be subject to real property taxation, and that any such possessory interest may be subject to the payment of real property taxes levied on such interest. If any possessory interest tax is levied on the Premises, the Leasehold Improvements and/or, the Lessee's estate created by this Agreement, Lessee shall pay such tax before delinquency. County shall have no obligation to pay any possessory interest tax. No such possessory interest tax, or any other tax by any government entity, shall in any way reduce or substitute for the Base Rent, Additional Rent, Fees or Charges required in this Agreement.

19.3. No Liens or Encumbrances

Lessee shall not permit or suffer any liens or encumbrances to be imposed upon the Premises, the Airport, or any building or structure thereon as a result of its activities or failure to pay taxes without promptly discharging the same; provided, however, that Lessee may, if it so desires, contest the legality of same following prior written notice to County. In the event of a contest, Lessee shall provide a bond in an amount and in a form reasonably acceptable to County immediately following request therefor by County.

19.4. Indemnity for Lessee's Failure to Comply

Lessee shall defend, indemnify and hold County and any Leasehold Improvements now or hereafter on the Premises free and harmless from and against any liability, loss, or damage resulting from any taxes, assessments or other charges required by this Agreement to be paid by Lessee and from all interest, penalties and other sums imposed thereon and from any proceedings to enforce collection of any such taxes, assessments or other charges.

19.5. Payment by County

If Lessee fails to pay any tax or charge required by this Section to be paid by Lessee, County may, but is not obligated to, on ten (10) Business Days' prior written notice to Lessee, pay,

discharge, or adjust such tax or charge for Lessee's benefit. In such event, Lessee, on receipt of written demand of County, shall reimburse County promptly for the full amount paid by County in paying, discharging, or adjusting such tax or charge together with interest thereon from its due date at the maximum interest rate then allowed by law until paid, plus pay any penalties; provided, however, County shall provide Lessee with prompt written notice (in no event less than ten (10) Business Days of County receiving notice of such claim or inquiry) of any claim or inquiry by any entity investigating whether a tax or charge may be owed by Lessee under this Agreement.

19.6. Contest of Tax or Charge

19.6.1. Notice of Contest

In the event that Lessee desires, in good faith, to contest or review by appropriate legal or administrative proceedings any tax or charge specified hereunder, Lessee, at least ten (10) Business Days prior to the delinquency of any such tax or charge or within the applicable period of time allowed by law, shall give County written notice of its intention to contest such tax or charge.

19.6.2. Procedure for Contest

Lessee may withhold payment of the tax or charge being contested if, but only if, nonpayment is permitted during the pendency of such proceedings without the foreclosure of any tax lien or the imposition of any fine or penalty. The contest shall be prosecuted to completion (whether or not this Agreement has expired or terminated) without delay at Lessee's sole cost and expense.

19.6.3. Payment upon Final Determination

Within the applicable period of time allowed by law after the final determination of the amount of tax due, Lessee shall pay the amount determined to be due, together with all costs, expenses and interest (whether or not this Agreement has then expired or terminated).

19.6.4. Failure to Pay Constitutes Event of Default

The failure to pay any tax or charge hereunder shall constitute an Event of Default, and the obligation to pay the same shall survive the termination of this Agreement.

Section 20. Americans with Disabilities Act

Lessee shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 (ADA), as amended from time to time, with respect to the Premises and its operations at the Airport. Lessee shall develop a workplan to correct or avoid any violations or non-compliance with the ADA. Lessee shall deliver to the County, upon County's request, a copy of each such report and workplan. County's approval of or acceptance of any aspect of Lessee's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA. Pursuant to Section 15 of this Agreement, Lessee agrees to indemnify, defend and hold the County harmless from any and all costs incurred by County with respect to Lessee's failure to comply with the ADA as it applies to operations at the Airport.

Section 21. Damage or Destruction

21.1. Lessee's Obligation to Repair

If the Premises, the Leasehold Improvements or any portion thereof, are damaged or destroyed in whole or in part by fire or other casualty, the proceeds of insurance required hereunder with respect thereto shall be available to Lessee, and Lessee, subject to such reasonable terms and conditions as may be imposed by County, including but not limited to the provisions of this Agreement regarding construction (Section 6), shall forthwith repair, reconstruct and restore (subject to unavoidable delays and force majeure) the damaged or destroyed Premises and/or Leasehold Improvements (i) to substantially the same condition, character and utility value as existed prior to the event causing such damage or destruction, or (ii) to such other condition, character and value as may be agreed upon by County and Lessee.

21.2. Insufficient Insurance Proceeds

If Lessee has complied with all the insurance requirements of this Agreement and the net proceeds of insurance on account of such damage or destruction (together with the deductible under such policy) are insufficient to restore or replace the Premises, it shall be optional with Lessee to provide such additional funds and complete repairs.

21.3. Option to Terminate Agreement

a. If Lessee fails to expeditiously commence to repair, or if Lessee fails diligently to pursue any repair to completion and to restore Lessee's Fixed Base Operations at the Premises, in addition to any other remedies County may have, on thirty (30) days' notice County may elect to terminate this Agreement.

b. Notwithstanding anything herein to the contrary, if during the last five (5) years of the Term, including Option Terms, the Premises or the Leasehold Improvements are materially damaged, Lessee may in its discretion elect to either terminate this Agreement or rebuild and repair in accordance with Section 21.1. In the event Lessee elects to so terminate this Agreement, Lessee shall be responsible for delivering the Premises in the condition required under Section 23 of this Agreement, with the understanding that while County may require Lessee to remove any remaining improvements, Lessee shall not be required to rebuild any damaged improvements. If the Agreement is so terminated, Lessee shall be entitled to retain all proceeds from insurance on the Leasehold Improvements. However, County shall be entitled to any rent loss insurance proceeds otherwise payable upon damage or destruction of the Premises pursuant to the terms of this Agreement.

21.4. Restoration of Premises

If County elects pursuant to the default rights granted herein to terminate this Agreement following a damage or destruction and Lessee fails to restore as set forth herein, then at its sole cost Lessee shall remove all damaged and destroyed portions of the Premises and otherwise shall return the Premises to County in accordance with Section 23 below, with the understanding that

while County may require Lessee to remove any remaining improvements, Lessee shall not be required to rebuild any damaged improvements. If County terminates the Agreement hereunder, Lessee shall be entitled to retain all proceeds from insurance on the Leasehold Improvements; however, County shall be entitled to any rent loss insurance proceeds otherwise payable upon damage or destruction of the Premises pursuant to the terms of this Agreement.

Section 22. Eminent Domain

22.1. Definitions

22.1.1. Eminent Domain

"Eminent domain" is the right of any governmental or other permitted authority to take property for public use. As used in this Section, the words "condemned" and condemnation" are coextensive with such right, and a voluntary conveyance by County or Lessee to the condemnor under threat of a taking under the power of eminent domain in lieu of or after commencement of formal proceedings shall be deemed a taking within the meaning of this Section.

22.1.2. Total Condemnation/Total Taking

As used in this Section, the terms "total condemnation" and "total taking" mean the taking of the fee title to the entire Premises and all Leasehold Improvements on the Premises under the power of eminent domain.

22.1.3. Substantial Condemnation

As used in this Section, the terms "substantial condemnation" and "substantial taking" mean the taking of so much of the Premises or Leasehold Improvements, or both, under such power as to prevent or substantially impair the conduct of Lessee's business thereon.

22.1.4. Partial Condemnation/Partial Taking

As used in this Section, the term "partial condemnation" and "partial taking" mean any condemnation of the Premises other than a total or substantial taking as defined in subparagraph 22.1.2 and 22.1.3 of this Section.

22.2. Notice to Other Party

The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

a. Notice of intended taking;

b. Service of any legal process relating to condemnation of the Premises or Leasehold Improvements;

c. Notice in connection with any proceedings or negotiations with respect to such a condemnation; or

d. Notice of intent or willingness to make or negotiate a private purchase, sale, or

transfer in lieu of condemnation.

22.3. Termination of Leasehold on Total Condemnation

In the event that there shall be a total taking of the Premises during the Term under the power of eminent domain as defined in this Section, Lessee's obligation to pay rent and the leasehold estate hereby created shall cease and terminate as of the date title to the property is taken by the person who will put it to public use or at the time the condemnor is authorized to take possession of the property as stated in an order for possession, whichever is earlier.

22.4. Termination of Leasehold on Substantial Condemnation

In the event that there shall be a substantial taking of the Premises during the Term under the power of eminent domain as defined in this Section, this Agreement shall terminate as to the portion of the Premises so taken on the date title to the property is taken by the person who will put it to public use or at the time the condemnor is authorized to take possession of the property as stated in an order for possession, whichever is earlier. Lessee, at its option, may terminate this Agreement, as a result of a substantial taking of the Premises, if land taken by eminent domain results in a net loss of twenty percent (20%) or more of the total area of the Premises or if the Leasehold Improvements taken, if any, result in a net loss of twenty percent (20%) or more of the total rentable building and hangar space or if such taking substantially and detrimentally impacts Lessee's business operations from the Premises. In such event, Lessee shall notify County of its intention to terminate this Agreement within 30 days of Lessee's receipt from County of a notice of intended taking. If Lessee does not so notify County, the taking shall be deemed a partial taking. The Agreement shall terminate as of the last day of the calendar month following the calendar month in which the notice of termination is served on County. On termination of this Agreement pursuant to this Section, all subleases and subtenancies in or on said Premises or any portion or portions of said Premises created by Lessee under the Agreement shall also terminate, and said Premises shall be delivered to County free and clear of all such subleases and subtenancies. On termination of the Agreement pursuant to this Section, both parties shall be released from all obligations under this Agreement except those specified in Section 30 of this Agreement.

22.5. Rent and Term after Partial Taking

In the event that there shall be a partial taking of the Premises during the Term under the power of eminent domain as defined in this Section, this Agreement shall remain in full force and effect, covering the remaining property, except that the Base Rent shall be reduced in the same ratio as the percentage of the area of the ground taken bears to the total area of the Premises.

22.6. Restoration of Improvements after Partial Taking

Promptly after a partial taking of the Premises during the Term under the power of eminent domain as defined in this Section , at Lessee's sole expense and in the manner specified in provisions of this Agreement relating to maintenance, repairs, and alterations, Lessee shall repair, alter, modify, or reconstruct the Leasehold Improvements so as to make them economically and feasibly usable by Lessee. If Lessee does not repair, alter, modify, or

reconstruct as set forth herein, the cost of such repair shall be deducted from Lessee's share of the Award and paid to any Lender of Lessee demanding it.

22.7. **Award**

Awards and other payments on account of a taking of the Premises or the Leasehold Improvements thereon (the "Award"), or the leasehold estate created by this Agreement, shall be applied as follows:

a. Awards received on account of a total or substantial taking of the Premises or the Leasehold Improvements and/or the Leasehold Estate created by this Agreement thereon shall be paid in the following order of priority:

   i. First, to any Lender under a Permitted Mortgage, that portion of the Award attributable to the Leasehold Improvements and/or the Leasehold Estate created by this Agreement in an amount up to, but not to exceed, the unpaid balance of said Permitted Mortgage;
   ii. Second, to County that portion of the Award attributable to any land that is part of the Premises, except that the County's portion of the Award under this subparagraph shall be used in accordance with Applicable Law and paid to the FAA if required;
   iii. Third, to Lessee that portion of the Award attributable to the Leasehold Improvements that equals the percentage of the Term of this Agreement that has, at the time of the taking, not expired;
   iv. Fourth, to County that portion of the Award attributable to the Leasehold Improvements that equals the percentage of the Term of this Agreement that has, at the time of the taking, expired;
   v. Fifth, to Lessee that portion of the Award attributable to Lessee's loss of goodwill and any cost or loss that Lessee may incur in the removal and relocation of Lessee's business and its trade fixtures; and
   vi. Sixth, to County that portion of the Award attributable to severance damages.
   vii. Seventh, without duplicating any award referenced above, to Lessee that portion of the award attributable to any excess of the market value of the Leasehold Estate for the remainder of the Term over the present value of the Leasehold Estate as of the Agreement termination date under Sections 22.3 and 22.4 (commonly referred to as the "bonus value" of the Agreement).

b. Awards and payments received on account of a partial taking of the Premises or the Leasehold Improvements thereon shall be applied in the following order of priority:

   i. First, to pay the cost of restoration, repair, and reconstruction of the Premises and the Leasehold Improvements so as to make them economically and feasibly usable by Lessee;
   ii. Second, to any Lender under a Permitted Mortgage in an amount equal to the decrease (if any) in its security as a result of the partial taking, less

amounts payable or recovered pursuant to such taking, but not to exceed the unpaid balance of the Permitted Mortgage;

iii. Third, to County that portion of the Award attributable to any land that is part of the Premises; and

iv. Fourth, to the County, that portion of the award attributable to severance damages for the County's fee interest in the remainder property.

22.8. Relocation Costs

Lessee shall have the right to make a separate claim for relocation cost under Government Code Section 7262 in the event of a total or substantial taking of the Premises, the Leasehold Improvements, and/or the Premises.

22.9. Voluntary Conveyance in Lieu of Eminent Domain

A voluntary conveyance by County or Lessee of title to all or a portion of the Premises to a public or quasi-public agency or entity in lieu of or under threat by such agency or entity to take the same by eminent domain proceeding shall be considered a taking of title to all or such portion of said Premises under the power of eminent domain subject to this Section.

22.10. Applicability of Section to Condemnation by County

Should County condemn the leasehold estate created by this Agreement and/or all or part of the Leasehold Improvements or the Premises during the term of this Agreement, then the provisions contained in this Section shall also apply.

Section 23. Surrender by Lessee

23.1. No Merger

The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not work a merger.

23.2. Condition of Premises

On the Expiration Date, including any Option Terms (or as of the end of the Pioneering Period for the purposes of the Pioneering Period Premises), Lessee shall quit and surrender, in good condition and repair (ordinary wear and tear excepted), the Premises (or portion thereof as solely related to the Pioneering Period Premises at the end of the Pioneering Period) and all alterations, additions, Leasehold Improvements and betterments which may have been made to the Premises, except: (i) movable and unattached personal property, temporary structures, furniture, equipment and trade fixtures installed at the expense of Lessee or any sublessee; and (ii) such other property, if any, which Lessee is expressly authorized in writing by Director to remove from the Premises.

23.3. Lessee's Duty to Remove

Lessee shall ascertain in writing from Director not less than one hundred eighty (180) days prior to the end of the Term, including any Option Terms (or end of the Pioneering Period for the

purposes of the Pioneering Period Premises) whether Director desires to have Lessee remove any Leasehold Improvements (including temporary structures), construction, betterment, alterations or additions which may have been made by Lessee upon the Premises and cap off all utilities. Lessee shall remove the Leasehold Improvements, construction, betterment, alterations or additions existing upon the Premises if so requested by Director to be removed and Lessee shall restore the Premises at Lessee's sole cost and expense no later than one hundred twenty (120) days after the end of the Term, including any Option Term(s). For these purposes, "restore the Premises" means removal of all facility improvements to preexisting conditions, and termination of all utilities at the Premises boundary, or the temporary connection point as determined by the Director. If Lessee fails to restore the Premises, County shall have the right, but not the obligation, to restore the Premises and seek reimbursement from Lessee through whatever remedies are allowed by law or as set forth in this Agreement. Any failure by Lessee to so notify Director shall not relieve Lessee of its obligations under this Section. At the end of the Term, including Option Terms, as to those Leasehold Improvements that County elects to have remain on the Premises, Lessee agrees to do all acts and execute and deliver all documents necessary to confirm in County title to those Leasehold Improvements.

23.4. **Removal of Personal Property**

Lessee shall, on or before the expiration or earlier termination of this Agreement (or end of the Pioneering Period for the purposes of the Pioneering Period Premises), remove all personal property (except such as it may be required to surrender under the provisions of the two immediately preceding paragraphs) from the Premises, and all such property not so removed prior to any vacation, abandonment, dispossession or surrender of the Premises shall be deemed, at the option of Director, to have been abandoned by Lessee. County may, at the option of Director, retain any such personal property so abandoned by Lessee or remove and/or dispose of such property; Lessee shall reimburse County for any costs or expenses incurred by County in removing and/or disposing of such property promptly upon demand by County.

23.5. **Environmental Remediation**

Lessee shall on or before the expiration or earlier termination of this Agreement (or end of the Pioneering Period for the purposes of the Pioneering Period Premises) perform all environmental assessments, investigations, and remediation necessary to render the Premises free and clear of any Hazardous Materials.

Section 24. Prohibition of Gifts

Lessee is familiar with the prohibitions and limitations on gifts to public officials and their family members as defined by the Political Reform Act and Fair Political Practices Commission (FPPC) regulations as amended from time to time. Lessee understands and agrees that giving or transferring of any prohibited gift, as defined by the Political Reform Act and/or FPPC regulations as amended from time to time, to any County public official and/or any family member of a County public official may adversely impact County business, and so the giving of any such prohibited gift shall constitute a material breach of this Agreement by Lessee.

Section 25. Compliance with Laws

25.1. Governmental Requirements

Lessee shall, at its sole cost and expense, promptly and faithfully observe and comply in all material respects with all requirements of all Laws now in force or which may hereafter be in force, pertaining to the Premises and Lessee's operations and activities thereon. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee, whether County be a party thereto or not, that Lessee has violated any such Law in the use of the Premises or the Airport shall be conclusive of that fact as between County and Lessee.

25.2. County Rules and Regulations

Lessee agrees to observe and obey all rules and regulations adopted by County from time to time with respect to the use of all Airport property, Terminals, the Premises and related facilities. County shall enforce all Airport Rules and Regulations in a uniform and non-discriminatory manner.

25.3. Workers' Compensation Insurance

At all times during the term of this Agreement, Lessee shall subscribe to and comply with the Workers' Compensation Laws of the State of California and pay such premiums as may be required thereunder and save County harmless from any and all liability arising from or under said act.

25.4. Status of Lessee as Independent Contractor

Lessee shall be and remain an independent contractor with respect to all installations, construction, and services performed hereunder and agrees to and hereby accepts full and exclusive liability for the payment of any and all contributions, or taxes for social security; unemployment insurance, retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Lessee on work performed under the terms of this Agreement, and further agree to obey all rules and regulations which are now, or hereafter may be, issued or promulgated under Laws by any duly authorized state or federal officials; and Lessee shall indemnify and save harmless County from any such contributions or taxes or liability therefor.

Section 26. Agreements with the United States

This Agreement shall be subject and subordinate to the provisions of any Federal agreement relative to the use, operation or maintenance of the Airport, the execution of which Federal agreement has been or may now or hereafter be required as a condition precedent to the obtaining and/or expenditure of Federal funds for the development of the Airport, and any properties acquired in conjunction with its operations ("Grant Assurances"). Lessee agrees that to the extent that any such Federal agreement shall affect Lessee and its use of the Premises and the Airport, Lessee shall act in compliance therewith. In the event of a conflict between this Agreement and the Grant Assurances, the County shall have the unilateral right to modify this

Agreement to ensure compliance with the Grant Assurances.

Section 27. Grant Agreement Covenants

27.1. Nondiscrimination

Lessee acknowledges that County is subject to Federal grant agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the nondiscrimination covenants attached to this Agreement as Exhibit I.

27.2. Fair, Equal and Just Provisions

Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service. Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

27.3. County's Right to Develop and Maintain the Airport

County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

The County has the sole discretion to perform any maintenance or repairs and to construct any additions or improvements to the common or public areas of the Airport as it sees fit and to perform such maintenance or repairs and construct such additions or improvements at the times and places it deems necessary or desirable. The County shall have the right to direct the Lessee's activities as necessary in order to perform such maintenance or repairs and to construct such additions or improvements. The County shall attempt to mitigate any adverse impact to the Lessee's business if such actions can be accomplished without materially and significantly impacting the cost or schedule of the maintenance or repairs or construction. Lessee accepts that these impacts may occur and agrees that nothing in this Agreement shall give the Lessee any right to recover lost revenues, rents or profits caused by or on account of the County's maintenance or repairs and additions or improvements to the Airport.

27.4. Landing Area

County reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control activities of Lessee in this regard. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States, relative to the development, operation or maintenance of the Airport.

There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in the airspace any noise inherent in the

operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

27.5. Notice of Future Work

Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations for all future structures or buildings planned for the location(s) of its activities, or in the event of any planned modification or alteration of any present or future building or structure situated at the Airport. Lessee shall prepare, assist, and cooperate with County in the preparation and filing of FAA Form 7460-1 as required by FAA regulations for any equipment or above-ground facilities at the Airport.

27.6. No Interference

Lessee, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, County reserves the right to enter upon the Premises occupied by Lessee and cause the abatement of such interference at the expense of Lessee.

27.7. No Grant of Exclusive Right

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C.) § 1349a).

27.8. Time of War or National Emergency

This Agreement and its provisions shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of Airport or the exclusive or non-exclusive use of Airport by the United States during the time of war or national emergency.

27.9. Height Limitations

Lessee, by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises to a height above the mean sea level that would exceed Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, County reserves the right to enter upon any area utilized by Lessee and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.

Section 28. Modifications for Granting FAA Funds

In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Lessee agrees to consent in writing upon the request of County to such reasonable amendments, modifications,

revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable County to obtain FAA funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder. A failure by Lessee to so consent shall constitute a breach of this Agreement.

Section 29. Airport Security

29.1. Airport Master Security Plan

Lessee agrees to abide by all provisions of the Airport's security plans, including those set forth in Section 2.2 of the Rules and Regulations and all amendments or revisions to said plans during the term of this Agreement) approved by the FAA, the United States Transportation Security Administration (TSA), or any successor agency, and agrees to institute and carry out all security measures as provided in said Plan. Any violations of the Security Plan which result in fines to County by the FAA, TSA or any successor agency and which are caused by Lessee, its officers, agents, employees or invitees, will be assessed to Lessee by County and will be deemed to be additional Base Rent payable by Lessee to County following invoice thereof by County to Lessee pursuant to Section 5 of this Agreement.

29.2. Lessee Security Measures

Lessee shall be solely responsible for instituting and carrying out specific security measures required by the Airport's security plans, including but not limited to Section 3.9 of the Development Standards, in the areas where it is authorized to operate to prevent vandalism or damage to persons or property. County shall be responsible only for providing general security throughout the Airport; and County shall not be responsible for providing security at or on the Premises, and shall not be liable for any vandalism or damage to persons or property that may occur in the areas of Lessee's operation.

Lessee in recognition of the nature of the Premises and the damage that could occur as a result of vandalism on the Premises, shall institute a security plan, approved by the Director, to deter vandals and to limit access to the Premises to authorized persons.

29.3. County’s Right to Implement Security Measures

Lessee understands and acknowledges that County reserves the right to implement or change security measures that may limit public access to the Airport or the Terminals. In such event, Lessee waives all rights against County for such limitation, and County shall not be liable to Lessee for any amount, including compensation, in the form of reduction of any rent or fees.

Section 30. Survival of Indemnities

Expiration or termination of this Agreement shall not affect the right of either party to enforce any and all indemnities given or made to the other party under this Agreement, nor shall it effect any provision of this Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Agreement, the indemnitor has an immediate and independent obligation to

defend the indemnitee from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.

Section 31. No Personal Liability

No elected official, director, officer, agent or employee of either party shall be personally liable by or to the other party pursuant to any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 32. Force Majeure

Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement which results or arises from a Force Majeure event, for so long as such event continues to persist.

Section 33. Surrender/Merger

On the last day or sooner termination of the Term, Lessee shall quit and surrender the Premises subject to the provisions of Section 23 and in accordance with the provisions of this Section 33. If Lessee has made a Transfer in accordance with the provisions of this Agreement and if Lessee's rights hereunder shall be terminated prior to the expiration of the Term, County may elect either (i) to terminate all or any existing subleases, subtenancies or other rights created by the Transfer (notwithstanding any prior consent of County) or (ii) to continue the rights created by the Transfer, in which event all rights of Lessee with regard to the Transfer shall be deemed assigned to County as of the date Lessee's rights are terminated.

Section 34. Holding Over

Lessee’s tenancy for the Primary Premises shall automatically expire at the end of the Term plus Option Terms, and Lessee’s tenancy for the Pioneering Premises shall automatically expire at the end of the Pioneering Period. Any holding over after the expiration or earlier termination of the Term, including Option Terms, or the expiration or termination of the Pioneering Period for the purposes of the Pioneering Period Premises, shall require an amendment of this Agreement. Any holding over of either the Permanent Premises or Pioneering Premises beyond their respective term, without an executed amendment of this Lease, shall be at a rent equal to one hundred fifty (150%) of the Base Rent for the last month of the Term or Pioneering Period as applicable. In addition, Lessee shall be responsible for any other damage to County caused by Lessee’s failure to comply with the Agreement terms. The Director may terminate the holdover tenancy at any time by providing thirty (30) days’ prior written notice to the Lessee.

If the Lessee shall holdover and fail to surrender the Premises upon the expiration or termination of this Agreement then, in addition to any other liabilities to the County arising therefrom, the Lessee shall and does hereby agree to indemnify, defend, and hold the County harmless from any loss or liability resulting from the Lessee’s failure to surrender the Premises, including but not limited to claims made by any succeeding tenant.

Section 35. No Third Party Beneficiary

Nothing contained in this Agreement shall be construed as conferring any benefit on any person not a party to this Agreement, nor as creating any right in any person not a party to this Agreement to enforcement of any obligation created under this Agreement.

Section 36. Recordation of Lease

Lessee may, at its sole cost and expense, cause a Memorandum of Ground Lease for this Lease to be recorded in the appropriate land records for the County, and the County agrees to execute and deliver such Memorandum of Ground Lease to Lessee in a recordable form. Lessee may, at its sole cost and expense, obtain an owner's leasehold title policy with respect to Lessee's title to the leasehold created by this Lease. The County agrees to execute and deliver to Lessee any customary consents and certifications that may be reasonably required by the title company in connection with issuing such title policy.

Section 37. Miscellaneous

37.1. Attorneys' Fees

If legal proceedings are initiated by either Party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees and court costs, to the extent permitted by the court.

37.2. Bailee Disclaimer

It is hereby understood and agreed that County in no way purports to be a bailee, and is therefore not responsible in any way for any damage to the property of Lessee, Lessee's contractors, agents, employees and invitees.

37.3. Consent

Unless expressly stated otherwise, whenever in this Agreement the approval or consent of a party is required, in order for such approval to be effective: (i) such approval or consent must be obtained in advance; (ii) must be in writing; and (iii) must be executed by a person having the express authority to grant such approval or consent. In addition, except to the extent expressly provided to the contrary herein, all consents or approvals required hereunder shall not be unreasonably withheld, conditioned or delayed.

37.4. Controlling Law/Consents to Jurisdiction

Except as federal law may apply, the parties agree that this Agreement shall be governed and construed by and according to the laws of the State of California without regard to the conflicts or choice of law provisions thereof. In the event that suit, action or proceeding shall be brought by either party under this Agreement, the parties agree that jurisdiction over such proceeding shall be vested in the state courts of California in the County of Napa or in the United States District Court in the Northern District of California.

37.5. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

37.6. **Entire Agreement**

This instrument contains all of the terms and conditions entered into and made by and between the parties with respect to County's lease to Lessee's use of the Premises and may not be modified orally, or in any manner, other than by an amendment to this Agreement in writing signed by all the parties hereto or their respective successors-in-interest.

37.7. **Headings**

The headings of the several Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

37.8. **Modification of Lease**

This Agreement shall not be modified, orally, or in any manner, other than by an amendment to this Agreement in writing signed by all parties hereto or their respective successors-in-interest. This does not apply to administrative amendments anticipated by this Agreement, whereby exhibits will be added or replaced by the Director based on legal descriptions prepared by a licensed surveyor describing the Premises (Exhibit B), the Non-exclusive License Area (Exhibit C), and any corresponding changes in square footage used to calculate rents and fees set forth in Exhibits B-1, B-2, and C-1.

37.9. **Resolutions**

Lessee shall submit a copy of an appropriate company resolution, if requested by County, which authorizes any director or officer to act on behalf of Lessee or which authorizes Lessee to enter into this Agreement.

37.10. **Severability**

If a court of competent jurisdiction finds or rules that any Section of this Agreement is void or unenforceable, the remaining Sections of this Agreement shall remain in effect.

37.11. **Successors and Assigns**

The provisions of this Agreement shall, subject to the provisions of this Agreement concerning transfer, apply to and bind the successors and assigns of the parties hereto.

37.12. **Time of Essence**

Time is of the essence of this Agreement and each of its provisions and failure to comply with this provision shall be a material breach of this Agreement.

37.13. Relocation Assistance – Waiver of Claims

Lessee acknowledges that it will not be a "displaced person" at the time this Agreement is terminated or expires by its own terms, regardless of any extension whether by hold- over or otherwise. By its execution of this Agreement and in consideration of its terms, Lessee fully releases, waives, and discharges forever any and all claims or other losses against and covenants not to sue the County or any County entity under any laws, including any and all claims for relocation benefits or assistance from the County under federal and state relocation assistance laws.

37.14. No Joint Venture

The relationship between Lessee and County hereunder is strictly that of County and Lessee. The parties intend and agree that County is not in any way or for any purpose, a partner of Lessee in the conduct of Lessee's business or a member of a joint enterprise with Lessee. County does not assume any responsibility for Lessee's conduct or performance under this Agreement.

37.15. Number and Gender

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

37.16. Material Considerations

Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration of County's entry into this Agreement, and any breach hereof by Lessee shall be deemed to be a material breach. Each term and provision of this Agreement performable by Lessee shall be construed to be both a covenant and a condition.

37.17. Exhibits and Addenda

All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment thereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

37.18. Interpretation

The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the County or Lessee.

37.19. No Assumption

The review, approval, inspection, examination, or consent of County of or to any item to be reviewed, approved, inspected, examined, or consented to by County shall not constitute the assumption of any responsibility by County for either accuracy or sufficiency of any item or the quality or suitability of such item for its intended use, but rather for the sole purpose of protecting County's interests. No third parties, including Lessee or persons claiming under Lessee shall have any rights hereunder resulting therefrom or otherwise.

Section 38. Dispute Resolution

38.1. Mandatory Mediation

If a dispute arises between County and Lessee relating to a Party's obligations under this Agreement that cannot be resolved through informal discussions and meetings, County and Lessee shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA, or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation must be completed prior to termination of this Agreement by County or Lessee, unless otherwise agreed in writing by the Parties.

38.2. Selection of Mediator

A single mediator that is acceptable to County and Lessee shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, AAA, or any other agreed upon neutral organization.

38.3. Mediation Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All mediation costs, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be paid half by the County and half by Lessee unless otherwise agreed. Each Party is responsible for their own attorney's fees.

38.4. Conduct of Mediation

Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings pursuant to California Evidence Code sections 1115 through 1129, and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. County and Lessee shall have representatives attend the mediation who are authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either Party may have attorneys, witnesses or experts present.

38.5. Mediation Results

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

Section 39. Notices

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other, shall be in

writing and shall be addressed as follows. All notices shall be sufficiently given and served upon the other party if (i) sent by U.S. mail, postage prepaid, certified or registered, return receipt requested or (ii) by facsimile to the facsimile numbers indicated herein for either party, with a copy mailed U.S. mail, first class, postage prepaid within twenty four hours or (iii) by recognized overnight courier or (iv) personally served.

If to County, the same shall be addressed to each of the following:

Director of Public Works / Director of Aviation
Napa County Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559

Airport Manager
Napa County Airport
2030 Airport Road
Napa, CA 94558

or to such other places as County may designate in writing.

If to Lessee, the same shall be addressed to:

SkyserviceUS California LLC
211 King Street, Suite 310
Charleston, SC 29401
Attention: Manager

With a copy to:

Zarren Law Group, LLC
8 Park Center Court, Suite 100
Baltimore, MD 21117
Attention: Jason C. Harmon

or such other place as Lessee may designate in writing. All termination notices shall be served in accordance with California Code of Civil Procedure Section 1162, as it may be amended or modified.

/ / /

/ / /

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IN WITNESS WHEREOF, this Agreement is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by SkyserviceUS California LLC, through its duly authorized officers.

SKYSERVICEUS CALIFORNIA LLC, a Delaware limited liability company

By: _____
STEPHEN SIMPSON, President

By: _____
SCOTT ZIMMERMAN, Vice President

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ Deputy County Counsel Date: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

CORPORATE SECRETARY CERTIFICATE

This certificate shall be executed by the secretary or assistant secretary of a corporation.

I,_____ certify that I am the_____ secretary of the corporation named in the attached agreement; that_____signed the agreement on behalf of the corporation as the_____of the corporation; and that the agreement was duly signed for and in behalf of the corporation by authority of its Board of Directors, and is within the scope of its corporate powers.

_____

_____

Date

_____

Corporate Seal

EXHIBIT A

DRAFT TERMINAL AREA PLAN

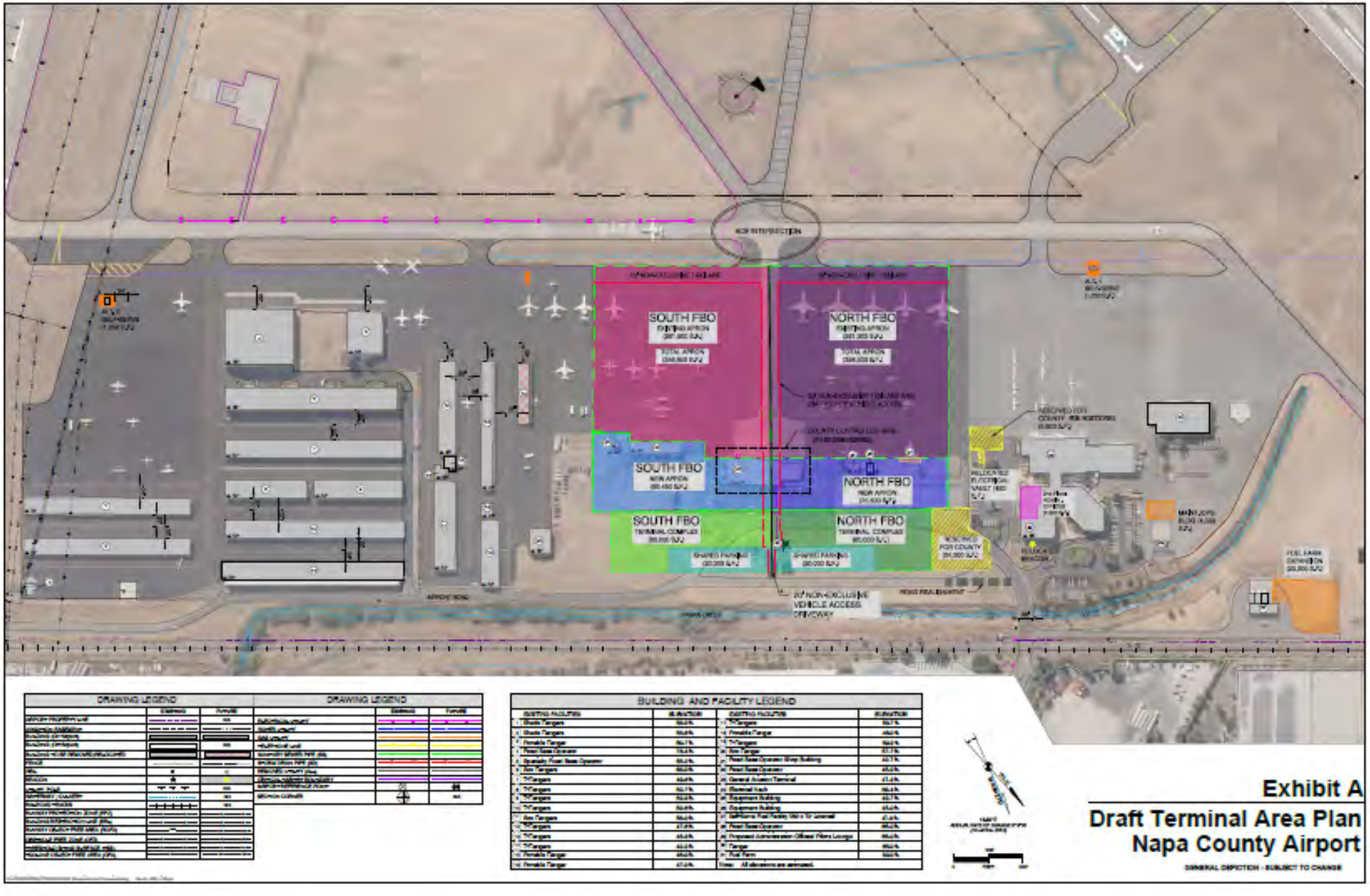
SOUTH FBO
NORTH FBO
SOUTH FBO
NORTH FBO
SOUTH FBO
NORTH FBO
DRAWING LEGEND
DRAWING LEGEND
BUILDING AND FACILITY LEGEND
Exhibit A
Draft Terminal Area Plan
Napa County Airport

Exhibit A: 2

EXHIBIT A-1

PREMISES – GENERAL DEPICTION 1 (Fuel Farm)

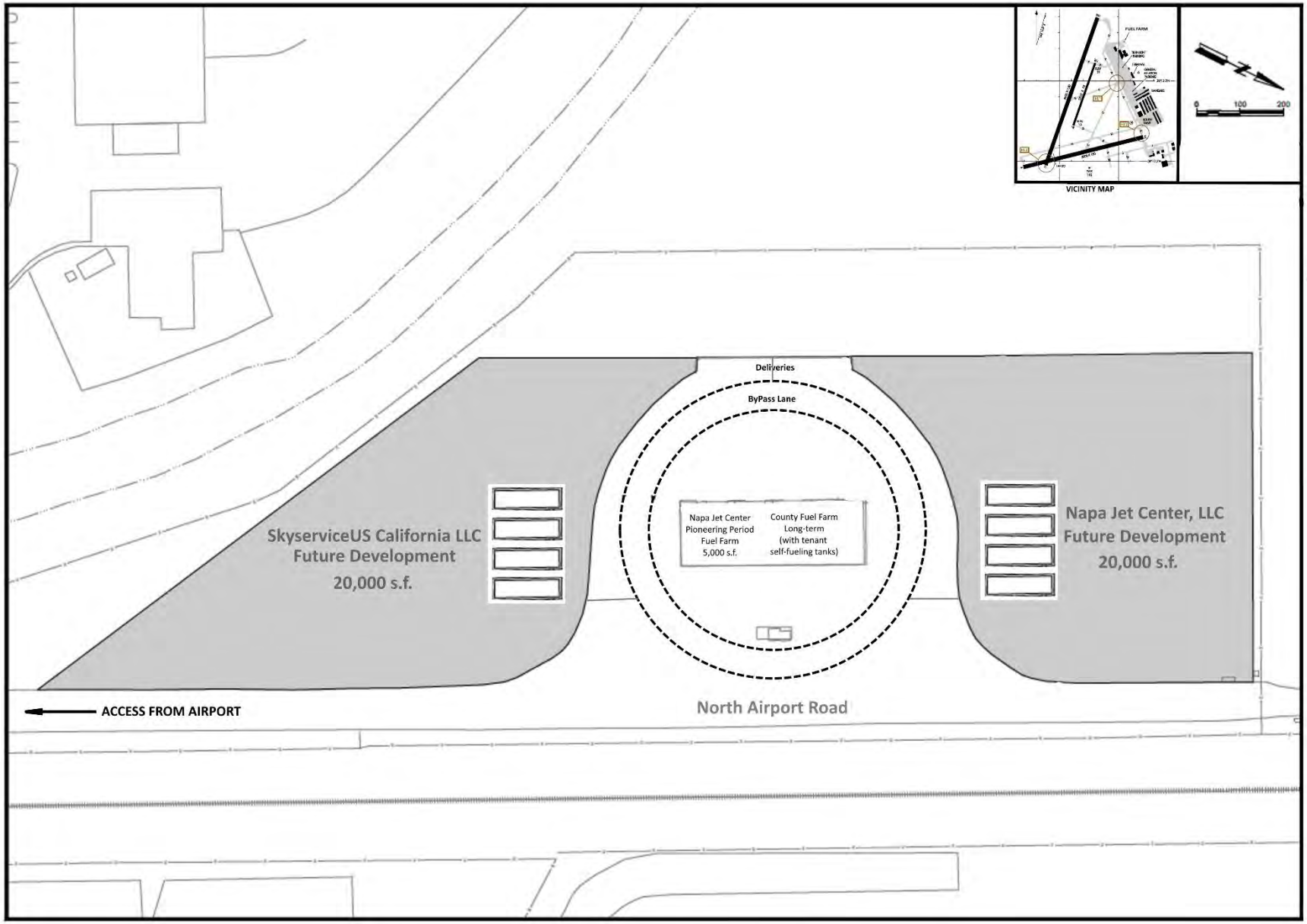

Exhibit A-1: 2

Exhibit A-1

Fuel Farm Area Delineation

Napa County Airport

EXHIBIT A-2

PREMISES GENERAL DEPICTION 2 (Terminal Area)

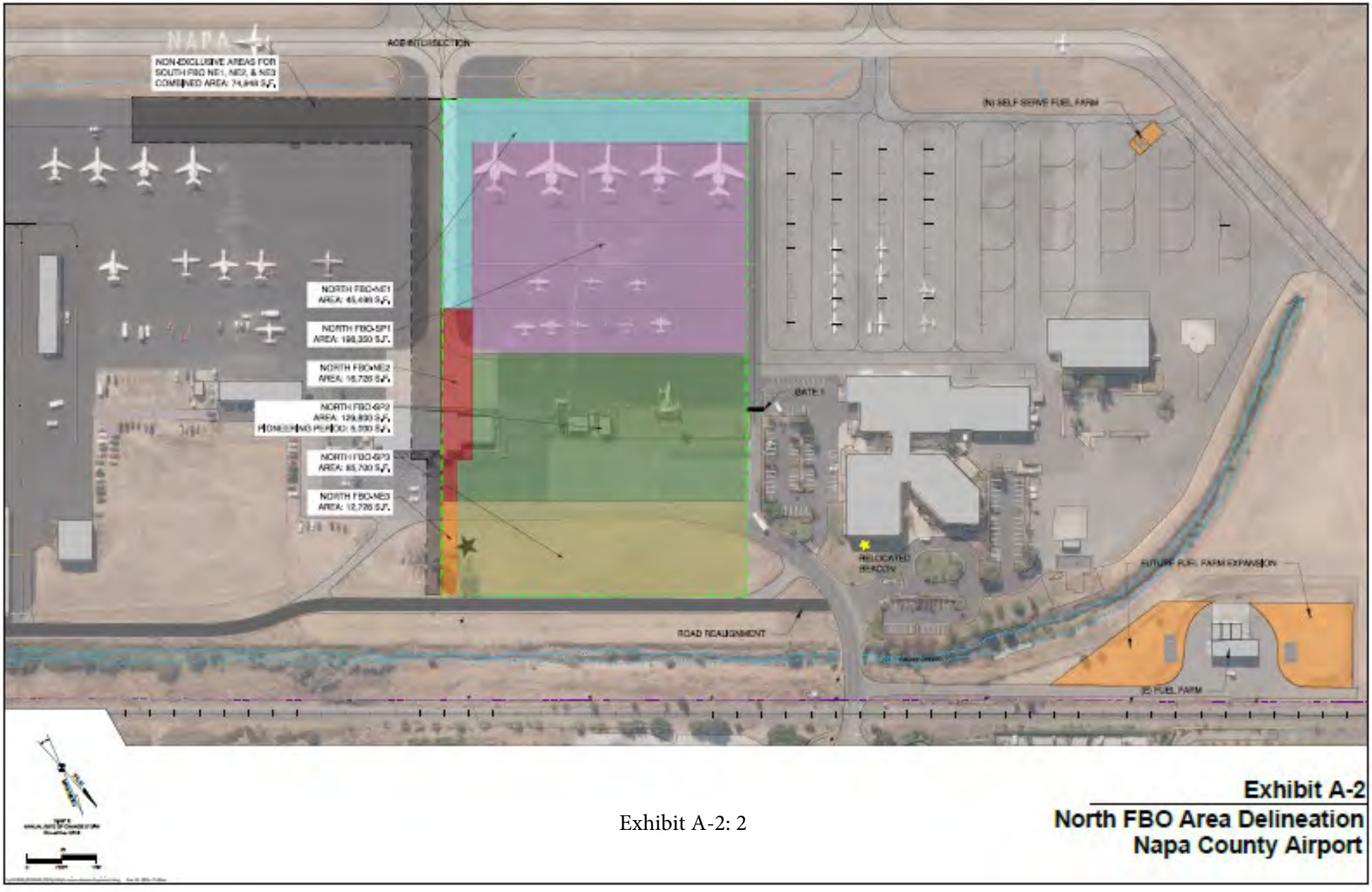
NAPA
NON-EXCLUSIVE AREAS FOR
SOUTH FBO NE1, NE2, & NE3
COMBINED AREA: 74,848 S.F.
ACR INTERSECTION
(N) SELF SERVE FUEL FARM
NORTH FBO-NE1
AREA: 45,486 S.F.
NORTH FBO-SP1
AREA: 196,350 S.F.
NORTH FBO-NE2
AREA: 16,726 S.F.
NORTH FBO-SP2
AREA: 129,830 S.F.
HOMESTEAD PERIOD: 6,500 S.F.
NORTH FBO-SP3
AREA: 85,700 S.F.
NORTH FBO-NE3
AREA: 12,726 S.F.
GATE 1
RELOCATED BEACON
FUTURE FUEL FARM EXPANSION
ROAD REALIGNMENT
(E) FUEL FARM
Exhibit A-2
North FBO Area Delineation
Napa County Airport

Exhibit A-2: 2

EXHIBIT A-3

PREMISES GENERAL DEPICTION 3 (Large Hangar)

EXHIBIT B

PREMISES

[Legal descriptions of the Premises as described in this Agreement (except Supplemental Primary Premises No. 4), as prepared by a licensed surveyor, and as generally visually depicted in Exhibit A-1 and A-2 as the separate parts of the Primary Premises and Pioneering Period Premises shall be incorporated into this Exhibit B by the Director by administrative amendment (signatures of Parties are not required).]

Description of Supplemental Primary Premises No.4

Commencing at a point labeled "E" as found on the map entitled "Record of Survey of the Lands of Napa County Airport" recorded in Book 19 of Surveys, Pages 16-26 on file in the Office of the Napa County Recorder; thence S76°55'07"W, 212.07'; thence S13° 07'26"E, 997.70' to the True Point of Beginning (the northeast corner of the premises leased to Tallwood Aviation); thence S76° 52'34"W, 225.00'; thence S13°07'26"E, 200.00'; thence N76°52'34"E, 225.00'; thence N13°07'26"W, 200.00' to the True Point of Beginning; containing 58,236 square feet (1.34 acres) more or less.

EXHIBIT B-1

PRIMARY PREMISES RENT

Primary Premises Rent – Initial Primary Premises (Fuel Farm as depicted in Exhibit A-1)	
20,000 SF at the following rates:	
$0.75/SF/YR for Year 1 from Effective Date	$15,000 /YR for Year 1 from Effective Date
$0.80/SF/YR in Year 2 from Effective Date	$16,000/YR for Year 2 from the Effective Date
$0.85/SF/YR in Year 3 from Effective Date	$17,000/YR for Year 3 from the Effective Date
$0.90/SF/YR in Year 4 from Effective Date	$18,000/YR for Year 4 from the Effective Date
$1.00/SF/YR in Year 5 from Effective Date	$20,000/YR for Year 5 from the Effective Date
Annual CPI adjustments start in Year 6	Annual CPI adjustments start in Year 6
Primary Premises Rent – Upon Inclusion of Supplemental Primary Premises No. 1 (Combined area of Initial Premises & Supplemental Primary Premises No. 1 as depicted in Exhibit A-2)	
216,350 SF at the following rates:	
$0.75/SF/YR for Year 1 from Effective Date	$162,262.50 /YR for Year 1 from Effective Date
$0.80/SF/YR in Year 2 from Effective Date	$173,080/YR for Year 2 from the Effective Date
$0.85/SF/YR in Year 3 from Effective Date	$183,897.50/YR for Year 3 from the Effective Date
$0.90/SF/YR in Year 4 from Effective Date	$194,715/YR for Year 4 from the Effective Date
$1.00/SF/YR in Year 5 from Effective Date	$216,350/YR fo Year 5 from the Effective Date
Annual CPI adjustments start in Year 6	Annual CPI adjustments start in Year 6

Primary Premises Rent – Upon Inclusion of Supplemental Primary Premises No. 2 (Combined area of Initial Primary Premises, Supplemental Primary Premises No. 1, & Supplemental Primary Premises No.2 as depicted in Exhibit A-2) 346,150 SF at the following rates: $0.75/SF/YR for Year 1 from Effective Date $0.80/SF/YR in Year 2 from Effective Date $0.85/SF/YR in Year 3 from Effective Date $0.90/SF/YR in Year 4 from Effective Date $1.00/SF/YR in Year 5 from Effective Date Annual CPI adjustments start in Year 6	$259,612.50 /YR for Year 1 from Effective Date $276,920/YR for Year 2 from the Effective Date $294,227.50/YR for Year 3 from the Effective Date $311,535/YR for Year 4 from the Effective Date $346,150/YR for Year 5 from the Effective Date Annual CPI adjustments start in Year 6
Primary Premises Rent – Upon Inclusion of Supplemental Primary Premises No. 3 – (Combined area of Initial Premises, Supplemental Primary Premises No. 1, Supplemental Primary Premises No. 2, & Supplemental Primary Premises No. 3 as depicted in Exhibit A-2) 431,850 SF at the following rates: $0.75/SF/YR for Year 1 from Effective Date $0.80/SF/YR in Year 2 from Effective Date $0.85/SF/YR in Year 3 from Effective Date $0.90/SF/YR in Year 4 from Effective Date $1.00/SF/YR in Year 5 from Effective Date Annual CPI adjustments start in Year 6	$323,887.50 /YR for Year 1 from Effective Date $345,480/YR for Year 2 from the Effective Date $367,072.50/YR for Year 3 from the Effective Date $388,665/YR for Year 4 from the Effective Date $431,850/YR for Year 5 from the Effective Date Annual CPI adjustments start in Year 6

Primary Premises Rent –Supplemental Primary Premises No. 4 (Large Hangar located at 3030 Airport Rd. Napa, CA 94558 as depicted in Exhibit A-3) 20,000 SF at $13.20 SF/YR 38,236 SF at no charge	$264,000 /YR Annual CPI Adjustments start Year 1

EXHIBIT B-2

PIONEERING PERIOD PREMISES RENT

Pioneering Period Premises Rent – 5,000SF within Supplemental Primary Premises No. 2 as generally depicted in Exhibit A-2 at the following rates:	
$0.75/SF/YR for Year 1 from Effective Date	$3,750 /YR for Year 1 from Effective Date
$0.80/SF/YR in Year 2 from Effective Date	$4,000/YR for Year 2 from the Effective Date
$0.85/SF/YR in Year 3 from Effective Date	$4,250/YR for Year 3 from the Effective Date
$0.90/SF/YR in Year 4 from Effective Date	$4,500/YR for Year 4 from the Effective Date
$1.00/SF/YR in Year 5 from Effective Date	$5,000/YR for Year 5 from the Effective Date
Annual CPI adjustments start in Year 6	Annual CPI adjustments start in Year 6

EXHIBIT C

NON-EXCLUSIVE LICENSE AREAS

[Legal descriptions of the Non-Exclusive License Areas as described in this Agreement, as prepared by a licensed surveyor, and as generally visually depicted in Exhibit A-2 shall be incorporated into this Exhibit C by the Director by administrative amendment (signatures of the Parties are not required).]

EXHIBIT C-1

NON-EXCLUSIVE LICENSE AREA FEE

North FBO – Non-Exclusive License Area Fee (as depicted in Exhibit A-2) upon Lessee's possession of the Supp. Primary Premises No. 1 45,496 SF at the following rates: $0.75/SF/YR for Year 1 from Effective Date $0.80/SF/YR in Year 2 from Effective Date $0.85/SF/YR in Year 3 from Effective Date $0.90/SF/YR in Year 4 from Effective Date $1.00/SF/YR in Year 5 from Effective Date Annual CPI adjustments start in Year 6	$34,122/YR for Year 1 from Effective Date $36,396.50/YR for Year 2 from the Effective Date $38,671.60/YR for Year 3 from the Effective Date $40,946.40/YR for Year 4 from the Effective Date $45,496/YR for Year 5 from the Effective Date Annual CPI adjustments start in Year 6
North FBO – Non-Exclusive License Area Fee (as depicted in Exhibit A-2) upon Lessee's possession of the Supp. Primary Premises No. 2 62,222 SF at the following rates: $0.75/SF/YR for Year 1 from Effective Date $0.80/SF/YR in Year 2 from Effective Date $0.85/SF/YR in Year 3 from Effective Date $0.90/SF/YR in Year 4 from Effective Date $1.00/SF/YR in Year 5 from Effective Date Annual CPI adjustments start in Year 6	$46,666.50 /YR for Year 1 from Effective Date $49,777.60/YR for Year 2 from the Effective Date $52,888.50/YR for Year 3 from the Effective Date $55999.80/YR for Year 4 from the Effective Date $62,222/YR for Year 5 from the Effective Date Annual CPI adjustments start in Year 6

North FBO – Non-Exclusive License Area Fee (as depicted in Exhibit A-2) upon Lessee's possession of the Supp. Primary Premises No. 3 74,948 SF at the following rates: $0.75/SF/YR for Year 1 from Effective Date $0.80/SF/YR in Year 2 from Effective Date $0.85/SF/YR in Year 3 from Effective Date $0.90/SF/YR in Year 4 from Effective Date $1.00/SF/YR in Year 5 from Effective Date Annual CPI adjustments start in Year 6	$56,211/YR for Year 1 from Effective Date $59,958.40/YR for Year 2 from the Effective Date $63,705.80/YR for Year 3 from the Effective Date $67,453.20/YR for Year 4 from the Effective Date $74,948/YR for Year 5 from the Effective Date Annual CPI adjustments start in Year 6

EXHIBIT D

HAZARDOUS MATERIALS

In addition to complying with the provisions set forth earlier in this Agreement, Lessee agrees to the following provisions:

1. Notification of Release. Lessee shall be solely and fully responsible for notifying the appropriate public agencies of any Hazardous Material release which occurs on the Premises, or is caused by or results from the activities of Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees on the Airport other than the Premises. Lessee shall, immediately after learning thereof, notify County of any Hazardous Material release which occurs on the Premises, regardless of whether the release was caused by or results from Lessee's activities or is in a quantity that would otherwise be reportable to a public agency, or which occurs on the Airport other than the Premises and is caused by or results from the activities of Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees, regardless of whether the release is in a quantity that would otherwise be reportable to a public agency.

2. Liability. Lessee shall be solely and fully responsible and liable for:

(a) any Hazardous Material Release which is caused by or results from the activities of Lessee, Lessee's officers, agents, employees, contractors, or sublessees on the Airport.

(b) any Hazardous Material Release which is caused by or results from the activities of permittees or invitees on the Airport if the same was caused by the negligent or intentional misconduct of Lessee.

(c) any Hazardous Material release that commences during the term of the Agreement on the Premises, unless Lessee establishes through investigation, sampling, testing and analysis acceptable to the County, that the release was caused by the sole negligence or willful misconduct of County, County's officers, agents, employees, contractors or permittees or solely by migration of Hazardous Materials onto the Premises from a source off the Premises.

3. Prevention of Release. Lessee shall take all necessary precautions to prevent its activities from causing any Hazardous Material release to occur on the Airport, including, but not limited to any release into soil, groundwater, or the County's sewage or storm drainage system.

4. Obligation to Investigate and Remediate. Lessee, at Lessee's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws:

(a) any release or danger of release of Hazardous Material on the Airport other than the Premises, including, but not limited to, into soil or groundwater, or the County's sewage or storm drainage system, which, was caused, or results, in whole or in part from the activities of Lessee, Lessee's officers, agents, employees, contractors, and sublessees;

(b) any Hazardous Material Release which is caused by or results from the activities of permittees or invitees on the Airport if the same was caused by the negligent or intentional misconduct of Lessee;

(c) any release or danger of release of Hazardous Materialwhich commenced during the term of this Agreement and which is discovered on the Premises, unless Lessee establishes through investigation, sampling, testing and analysis acceptable to the County, that the release was caused by the sole negligence or willful misconduct of County, County's officers, agents, employees, contractors or permittees or solely by migration of Hazardous Materials onto the Premises from a source off the Premises.

The failure to immediately commence remediation and provide County with a schedule for diligent completion of the remediation within thirty (30) days after discovery of such release, or danger of release, of Hazardous Material (or such additional period of time that is reasonably necessary under the circumstances) shall constitute prima facie evidence of failure to promptly commence remediation. In addition to all other rights and remedies of County hereunder, if Lessee does not promptly commence, and diligently pursue to remediate, any such release, or danger of release, of Hazardous Materials, County, in its discretion, may pay, to have same remediated and Lessee shall reimburse County within fifteen (15) business days of County's demand for payment. The reasonable payment by County shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by County on behalf of Lessee.

5. Indemnification. Lessee shall defend, indemnify and hold County harmless from and against all loss, damage, liability (including all foreseeable and unforeseeable consequential damages) and expense (including, without limitation, the cost of any required cleanup and remediation of the Hazardous Materials) which County may sustain as a result of:

(a) any Hazardous Material release on the Airport other than the Premises, including, but not limited to any release into soil or groundwater, or the County's sewage or storm drainage system, which is caused by or results directly from the activities of Lessee, Lessee's officers, agents, employees, contractors, and sublessees; or

(b) any Hazardous Material Release which is caused by or results from the activities of permittees or invitees on the Airport if the same was caused by the negligent or intentional misconduct of Lessee;

(c) any Hazardous Material release which commenced during the term of this Agreement on the Premises, including, but not limited to any release into soil or groundwater, except a release which Lessee establishes, through investigation, sampling, testing and analysis acceptable to the County, was caused by the sole negligence or willful misconduct of County, County's officers, agents, employees, contractors or permittees or by

migration of Hazardous Materials onto the Premises from a source off the Premises.

6. Release of Claims Against County. Lessee releases, acquits and forever discharges County from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which Lessee may now have, or which may hereafter accrue on account of any delays associated with encountering or cleaning up of any Hazardous Material on the Airport. This release shall not apply to any claims for contribution that Lessee may have against County in the event that Lessee incurs any cost in undertaking any cleanup of Hazardous Material from the Airport ordered by a governmental agency, to the extent that the cleanup order and costs result from a release of Hazardous Material for which Lessee is not responsible and liable under this Agreement. Lessee understands and agrees that Lessee is hereby waiving all such rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States. Said section reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. (a) Cessation of Activities. Lessee shall cease its activities on the Premises to the extent reasonably requested by County, if County determines, in its reasonable opinion, that such cessation is necessary to investigate, cure or remediate any release of Hazardous Materials. Lessee shall not recommence its activities on the Premises until notified by County that such release or danger of release of Hazardous Material has been investigated, cured and remediated in a manner satisfactory to the County.

(b) Abatement of Fees and Charges on Premises. Lessee shall not be entitled to an abatement of any fees or charges due under this Agreement after Lessee has been requested to cease activities for investigation, cure or remediation of Hazardous Materials on the Premises, except if Lessee establishes, through investigation, sampling, testing and analysis that the presence of Hazardous Materials on the Premises was due to any event for which Lessee is not responsible and liable under this Agreement.

8. Records and Inspections.

(a) Lessee shall maintain, during the term of this Agreement and for a period of not less than four (4) years after the expiration or termination of this Agreement, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate daily records pertaining to the use, handling and disposal of any Hazardous Material(s) by Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

(b) Upon request by County, Lessee shall furnish County with such daily records, and such other documentation or reports as Director, from time to time, and at any time during the term of this Agreement, may reasonably require pertaining to the use, handling and disposal of any Hazardous Material(s) by Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

(c) After the expiration of four (4) years following the termination of this

Agreement, Lessee may destroy the records pertaining to the use, handling and disposal of any Hazardous Material(s) by Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees on or from the Airport, provided, however, that Lessee shall notify County no later than sixty (60) days prior to any proposed destruction of any of said records and shall upon request by County within thirty days (30) days after such notice is received, deliver copies of said records to County.

9. No Third Party Beneficiaries

Nothing contained in this Exhibit shall be construed as conferring any benefit on any person not a party to this Agreement, nor as creating any right in any person not a party to this Agreement to enforcement of any obligation created under this Agreement.

10. Survival of Obligations

Each party's obligations under this Agreement shall survive the expiration or earlier revocation or suspension of this Agreement.

EXHIBIT E

LETTER OF CREDIT FORM

[BANK NAME AND ADDRESS]

STANDBY LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF [Date] CREDIT NO. _

BENEFICIARY:

NAPA COUNTY, CALIFORNIA
Napa County Airport
2030 Airport Road
Napa, CA 94558

APPLICANT:

NAME
ADDRESS
CITY, STATE ZIP

To Whom It May Concern:

We hereby open our irrevocable standby letter of credit no.____in your favor for account of the applicant for an amount not to exceed in the aggregate U.S. dollars _____.$____ accompanied by: available by your draft(s) drawn at sight on us

Your written statement purportedly signed by an authorized representative of Napa County showing the name and title of the signer and reading as follows:

"The undersigned, a duly authorized representative of Napa County does hereby certify that _____ is in default of contractual obligations with respect to payments to Napa County and, as such, is entitled to draw down on this Letter of Credit".

This letter of credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reason of our reference to any agreement or instrument referred to herein or in which this letter of credit is referred to.

Any such agreement or instrument shall not be deemed incorporated herein by reference.

Draft(s) must be marked "drawn under [Name of Bank] Letter Of Credit No_____"

Draft(s) must be presented to [Name of Bank] located At [Address], not later than [date] (the "expiration date") or any such automatically extended expiration date as provided herein below. Partial draws are allowed.

It is a condition of this standby letter of credit that the expiration date shall be automatically extended, without amendment, for periods of one year from each successive expiration date, unless, no less than thirty (30) days before the then current expiration date, we notify you in writing by registered mail (return receipt) that this letter of credit will not be extended beyond the then current expiration date. Any such notice shall be deemed received by you on the date such notice is deposited in the U.S. mails, registered (return receipt), postage prepaid.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this letter of credit shall be duly honored on due presentation to [Name of Bank].

Except as otherwise expressly stated herein, this letter of credit is issued subject to the Uniform Customs And Practice For Documentary Credits (1993 Revision), International Chamber Of Commerce Publication No. 500.

Communications to us with respect to this letter of credit must be in writing and shall be addressed to us at [Name of Bank], [Address}, specifically referring thereon to this letter of credit by number.

Very truly yours

Authorized signature

EXHIBIT F

LEASEHOLD IMPROVEMENTS

Prior to engaging in any FBO services. Lessee shall construct temporary terminal facilities upon the Pioneering Period Premises generally depicted in Exhibit A-2 within North FBO Supplemental Primary Premises No. 2 and upon leasing Hangar 3030 ("Large Hangar"). To continue engaging in FBO services after the Pioneering Period Term, Lessee shall have constructed the necessary fuel storage facilities required by the Minimum Standards in that area shown on Exhibit A-1 and shall have completed construction of all Leasehold Improvements required under the Minimum Standards for FBOs, including but not limited to those leasehold improvements listed below, and as envisioned and generally depicted in the site plan attached as Exhibit F-2.

By 31 months past the Effective Date of this Agreement (based on the schedule below, which is subject to extensions equivalent to those extensions of the Pioneering Period set forth in with Section 1.33 of the Agreement should the County Relocation Project be delayed beyond 16 months past the Effective Date of this Agreement and any delays caused by force majeure), Lessee shall construct approximately 100,000 square feet of new apron, a new FBO Terminal building, maintenance and community hangars that meet the requirements set forth in the Minimum Standards, adequate new vehicle parking area, and any other infrastructure and facilities required to conduct a full-service FBO. Infrastructure improvements also include utility connections and safety and security provisions that conforms to federal, state and local construction standards. Lessee shall also complete landside site work, including stormwater quality elements and landscaping.

Lessee shall complete the following tasks and Leasehold Improvements set forth in the column Milestone/Requirement below by the corresponding timeframe. As stated within the body of the Agreement, Lessee's failure to complete any milestone/requirement by the corresponding timeframe set forth below (subject to any extensions equivalent to those extensions of the Pioneering Period and any delays caused by Force Majeure) shall constitute a default.

Milestone/Requirement	County/Respondent	Months past Effective Date
Submit Terminal Area Development Plan for County Design Review	Lessee	6
Fuel Farm Expansion Complete	Lessee	12
Relocate Electrical Vault & Beacon Equipment, Demolish Terminal Building and Relocate Sewer	County	16

Submit full Plans, Specifications, and Estimates for Building Permit Review (Terminal Area Development)	Lessee	7
Receive Building/Grading Permits (Terminal Area Development)	Lessee	11
Complete Road Realignment	County	43
Receive Certificate of Occupancy (Terminal Area Development)	Lessee	30
Demolition of Maintenance Building	Lessee	12
Complete New Apron Improvements	Lessee	27
End of Pioneering Period - Full compliance with all FBO Minimum Standards	Lessee	31
Large Hangar (30% of total capital commitment in first (5) years; 30% in second (5) years; 40% in third (5) years)	Lessee	60
Complete Existing Apron Improvements	Lessee	84

At a minimum, Lessee agrees to develop the following leasehold improvements:

- Addition of two (2) 20,000 Jet A and one (1) 12,000 Avgas tanks to the existing Fuel Farm
- Develop a minimum 40,000 square foot hangar
- Develop a minimum 8,000 square foot FBO terminal, including normal & customary customer office and supply spaces as well as dedicated space for a restaurant to be subleased out to an experienced restaurant operator.
- Structural improvements for existing ramp area

In addition to this new infrastructure, Lessee shall maintain the existing apron throughout the Term and upgrade (i.e. reconstruct) the existing apron by the timeframe defined in the table above. Any Work associated with the apron areas and hangars shall be designed and constructed to accommodate the fleet mix presented in EXHIBIT F-1; provided that Lessee has discretion to design and construct selected areas of the apron to support aircraft that weigh more than 100,000 lbs. and Lessee's hangars are not required to accommodate the 737-700 BBJ.

To develop the Premises, including the expansion of and reconstruction of the existing apron, Lessee shall make all necessary storm drain improvements meeting state and local

standards to accommodate the proposed expanded apron area. Preliminary design for grading and drainage improvements have not yet been developed. Lessee acknowledges receipt of A Conceptual Grading Design Report that presents a schematic layout with approximate slopes and finish grades. Lessee agrees to coordinate all civil engineering design elements within the development area (including but not limited to the apron, building pads, water quality and storm drainage elements, shared parking, underground piping, sewer, and utilities) with any development occurring on the adjacent property at the Airport. To facilitate coordination between the two developments, Lessee agrees to utilize a mutually agreeable civil engineering firm with the adjacent FBO.

EXHIBIT F-1

FLEET MIX

Aircraft	Weight (lbs)	Annual Departures Large Runways and Taxiways A, C, H, & K
737-700 BBJ	174,700	5
Global Express / G-650	99,600	77
Gulfstream V	90,900	97
Gulfstream III / IV	75,000	241
Falcon F7X	69,198	24
CRJ-200	53,250	6
Challenger 604 / Embraer 140	48,200	193
Falcon 900 / Jetstar 731	45,500	75
G-280 / Hawker 4000 / Challenger 300 / Falcon 50	39,600	435
Citation X / G-200 / Falcon 2000	36,000	604
Citation Sovereign	30,250	227
Falcon 20 / Hawker 800	28,660	296
G-150 / Hawker 1000	25,850	57
IAI 1125 / 1124 / Learjet 60 / Citation VII	24,650	178
Learjet 40 / 45 / 55 / 70 / 75	21,750	238
Citation Excel	20,200	358
Falcon 10 / Learjet 35 / 36	18,740	60
Phenom 300 / Citation CJ4	17,968	304
Learjet 31	16,750	21
Citation V / BeechJet 400	16,500	329
Super King Air 300 / 350	15,100	181
Citation II	15,000	101
Citation CJ3	13,870	224
Super King Air 200	12,590	128
Citation CJ2 / Premier 1	12,500	167
Piper Cheyenne	11,200	31
Citation CJ1 / Phenom 100	10,700	354
Pilatus PC-12	10,500	443
Cessna 441 / King Air 90 / Citation Mustang	9,925	199
Cessna 421 / Socata TBM	7,450	121
Cessna 414 / Piper Aerostar	6,750	52
Cessna 340 / Eclipse 500 / Beech Baron	5,990	146
Aircraft Under 5,000 lbs (Bonanza / Cessna 172)	5,000	20047

EXHIBIT F-2

SITE PLAN

Site Plan to be generally depicted in this Exhibit and then replaced with 30% design when Agreement is administratively amended to add legal description of Premises and Non-Exclusive License Areas.

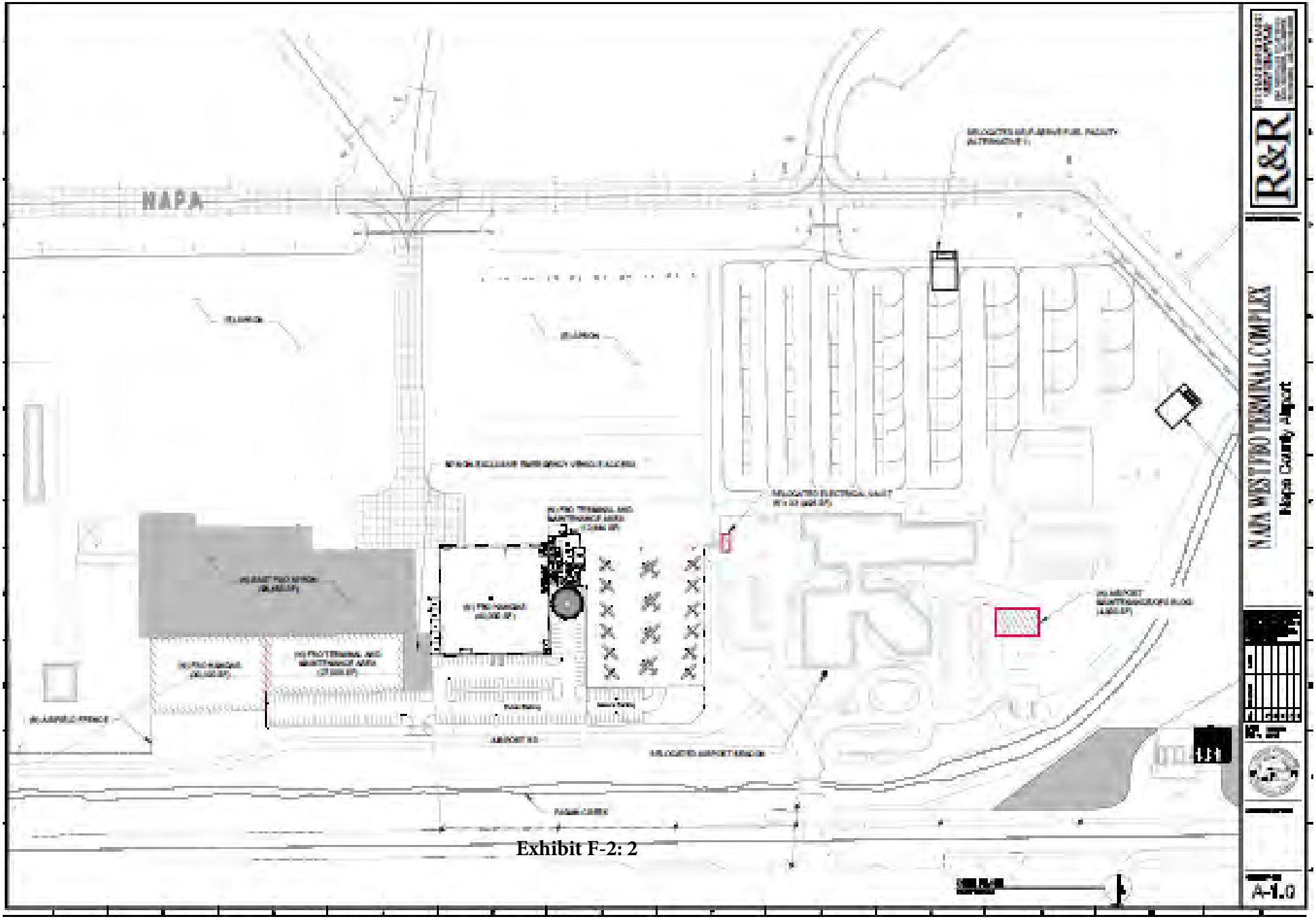
NAPA
R&R
NAPA WESTFIELD TERMINAL COMPLEX
Napa County Airport
A-1.0

Exhibit F-2: 2

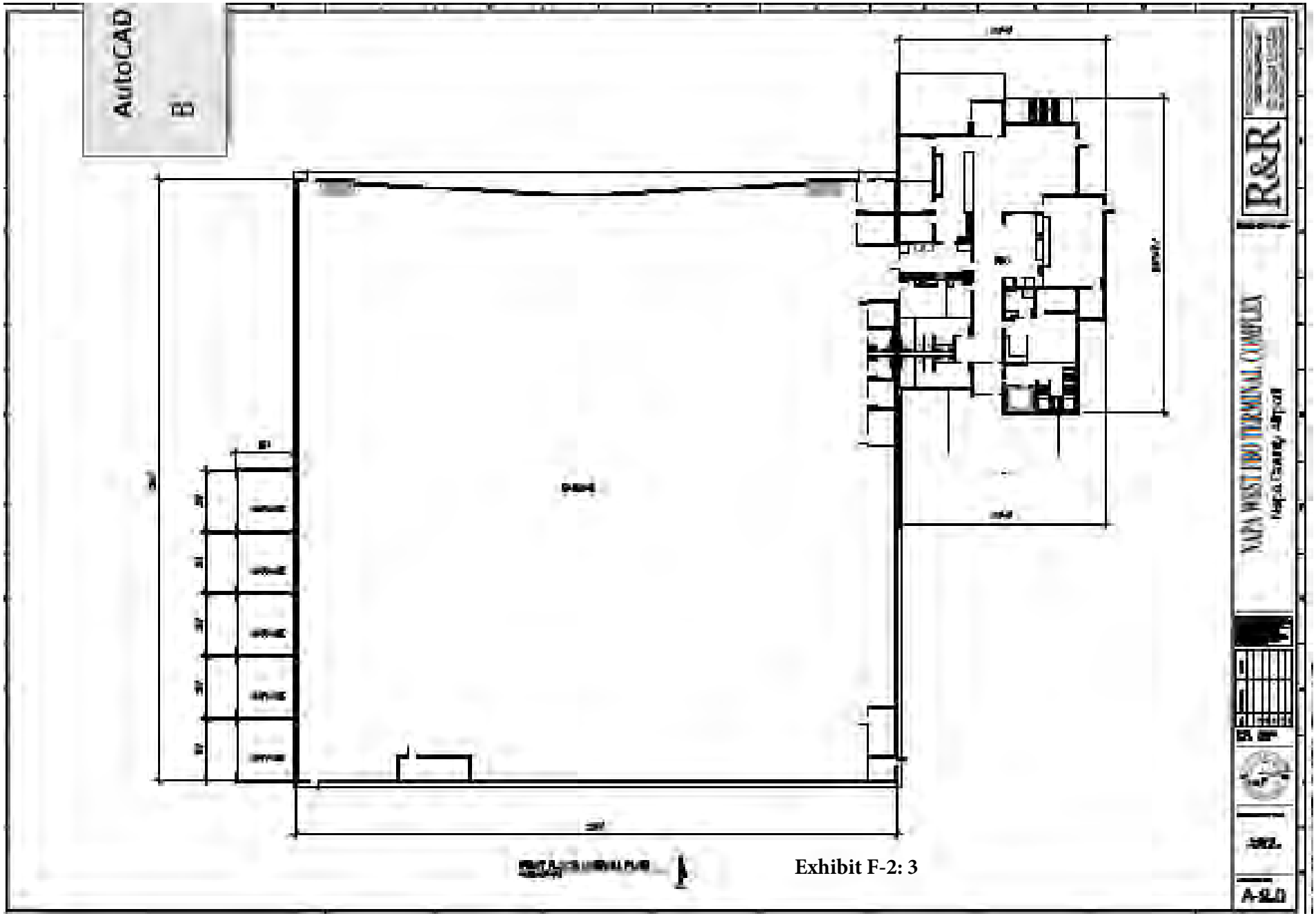

Exhibit F-2: 3

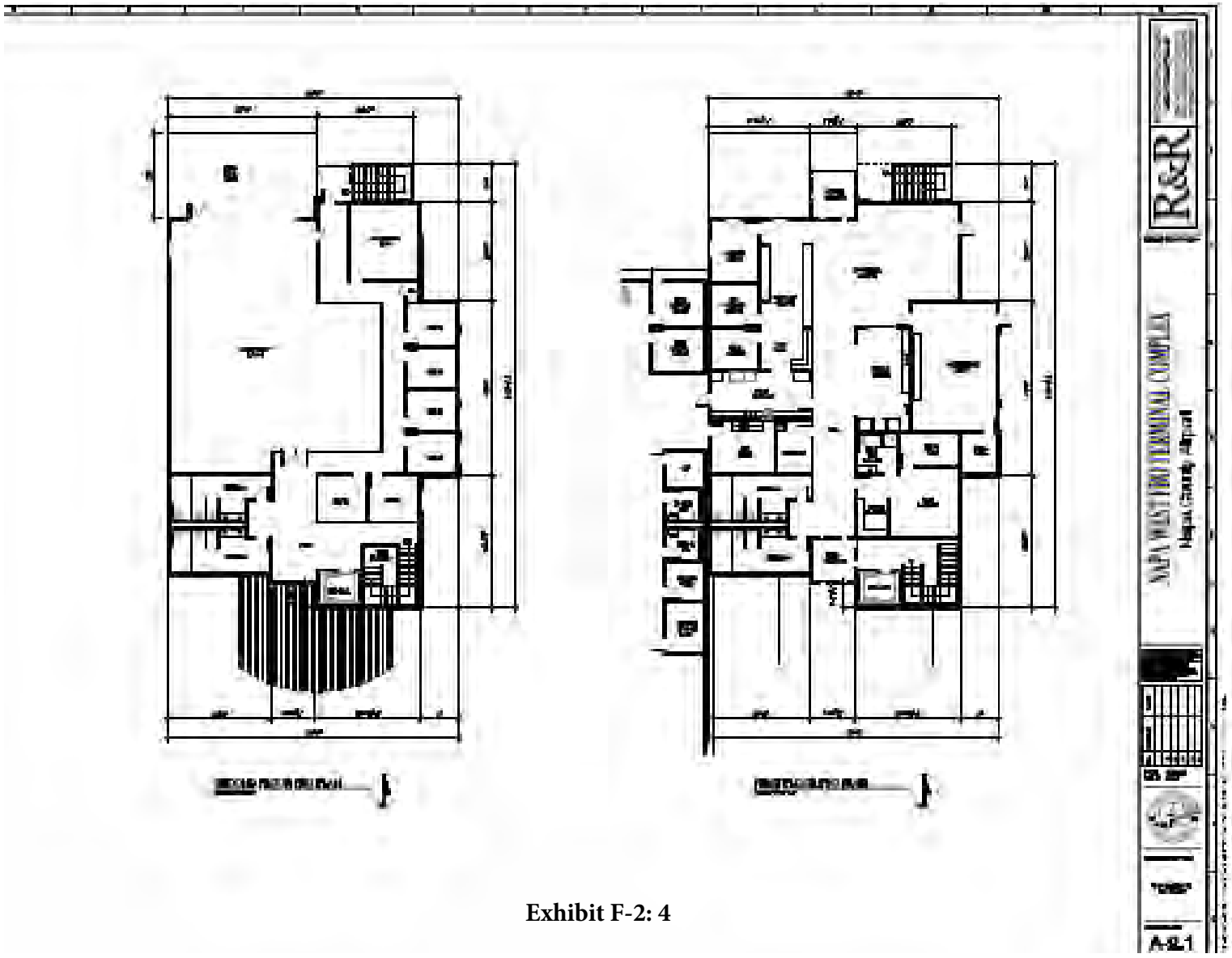

Exhibit F-2: 4

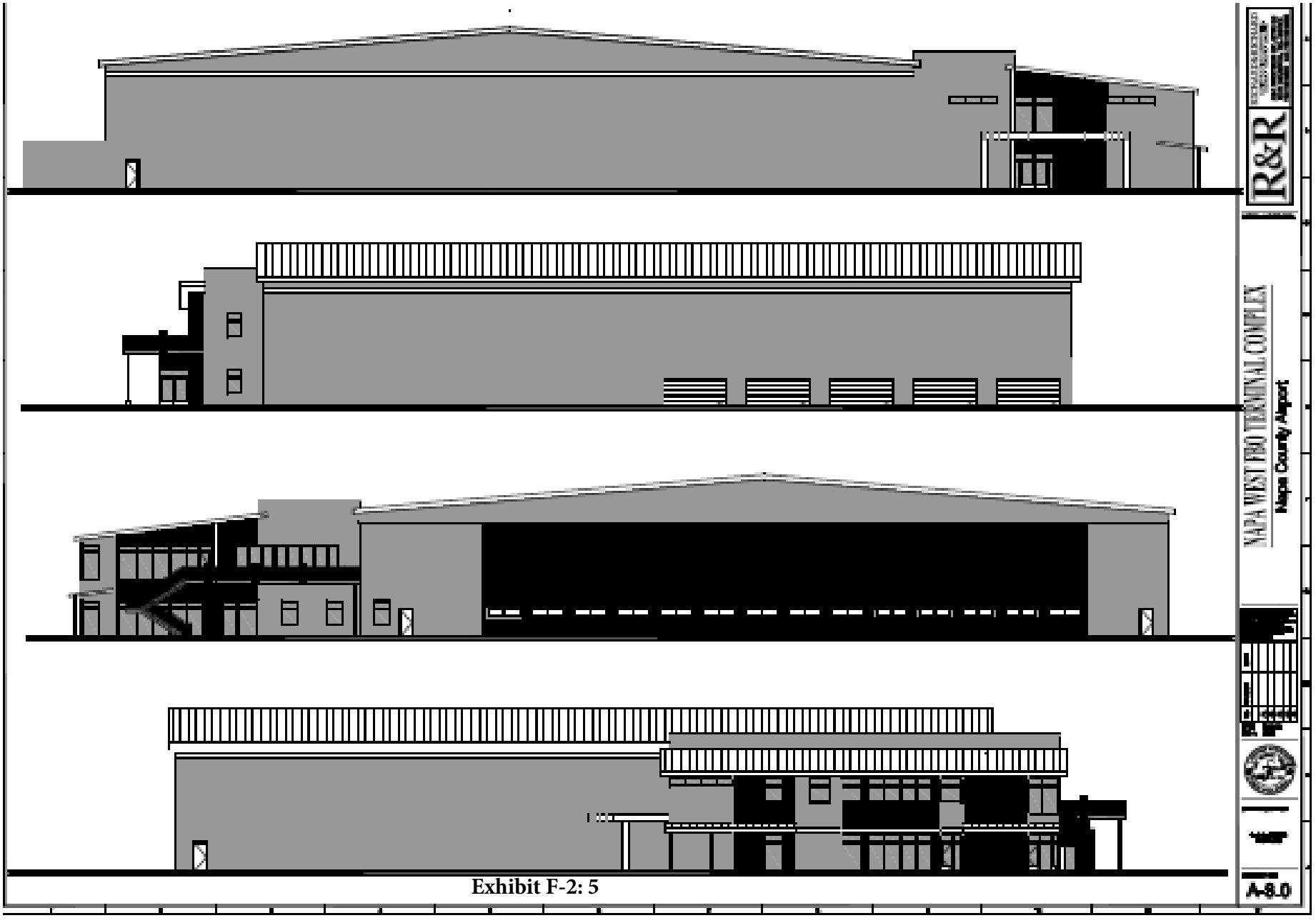

Exhibit F-2: 5

EXHIBIT G

INSURANCE

REQUIRED COVERAGE.

Prior to commencing any operations under this Agreement, Lessee, at Lessee's sole cost and expense and for the full term of this Agreement or any renewal thereof shall obtain and maintain at least all of the following minimum insurance requirements required by the Minimum Standards, or as set forth below, whichever is greater:

A. A COMPREHENSIVE GENERAL LIABILITY policy with a minimum limit of not less than $10,000,000 combined single limit for bodily injury and property damage providing at least all of the following minimum coverages:

1. Premises Operations
2. Premises Medical
   a. Minimum limit of $1,000/10,000
3. Completed Operations
4. Products
5. Personal Injury
   a. Coverage for A, B & C
6. Liquor Liability with a minimum limit of not less than $1,000,000
7. Blanket Contractual
8. Owners' and Contractors' Protective
9. Unlicensed Vehicles with a minimum limit of not less than $2,000,000

B. Course of Construction Policy equal to 100% of the total value of the construction.

1. This policy shall be maintained during the entire course of construction and must be provided by the Contractor instead of Lessee.

C. A FIRE ALL RISK replacement cost policy (upon completion of the Construction) for an amount not less than the replacement value at each anniversary or renewal of the policy and providing at least the following minimum coverages:

1. Difference in Conditions (DIC) excluding earthquake coverage if not commercially available in reasonable amounts at reasonable costs on the open market from reputable insurance companies.
2. Vandalism and Malicious Mischief (V & M M)
3. Extended Coverage (EC)
4. Loss of Income
   a. This coverage shall provide for continuing lease payments to the County in the event of partial or total destruction of any buildings.
   b. The coverage for the lease payments shall be in an amount equal to, or greater than, the lease payments owed by the Lessee to the County for a period of one year.

c. No deductible is permitted except for the basic fire coverage and that deductible shall not exceed $10,000 or such higher amount as is customary from time to time in the industry for similar coverage.
d. This policy shall continuously be maintained in force for the entire term of the Agreement after construction and/or occupancy begins whichever comes first.

D. A COMPREHENSIVE BUSINESS AUTO policy with a minimum limit ofnot less than $1,000,000 combined single limit ($2,000,000 for business autos used in Movement Areas as defined by the Rules and Regulations) for bodily injury and property damage, providing at least all of the following coverages (without deductibles):

1. Coverages shall be applicable to any and all leased, owned, hired or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.
2. Any and all mobile equipment including cranes which is not covered under the above Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

E. A COMPREHENSIVE AIRCRAFT LIABILITY policy (if Lessee has any third-party owned or operated aircraft on Lessee's charter certificate) which shall include, but not necessarily be limited to, all of the following coverages and carry at least the following minimum limits of liability for bodily injury and property damage:

1. $5,000,000 combined single limit for charter for bodily injury and property damage.
2. $5,000,000 for military charters for bodily injury and property damage with a minimum sublimit of $100,000 per passenger seat.
3. $5,000,000 limits whenever the aircraft is being used solely for transportation of cargo consisting of non-hazardous materials. While carrying hazardous materials as defined by the FAA (see Part 171) and DOT, the limit shall be not less than $10,000,000.

F. A COMPREHENSIVE AIRPORT LIABILITY policy with a minimum limit of not less than $5,000,000 which shall include but not necessarily be limited to at least all of the following coverages:

1. Airport Operations
   a. Premises Operations
2. Fueling, Defueling or Refueling Operations with a minimum limit of $5,000,000 if such operations are conducted by the Lessee.

G. A HANGARKEEPERS' LIABILITY policy with a minimum of not less than $10,000,000 per Aircraft and $15,000,000 per occurrence and providing at least the following coverages:

1. Completed Operations.

2. Fueling, Defueling or Refueling Operations with a minimum limit of $5,000,000 if such operations are conducted by the Lessee.

H. A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Lessee:

1. This policy shall provide coverage for Workers' Compensation (Coverage A); and
2. This policy shall also provide coverage for $100,000 Employers' Liability (Coverage B); and
3. This policy shall include coverage for "ALL STATES" in which Lessee operates, other than monolistic states.

I. ENDORSEMENTS: All of the following endorsements are required to be made a part of each of the above required policies as stipulated below (For the Excess Liability policy only, identify on the Certificate of Insurance as "following form"):

1. "The County, its employees, officers, agents and contractors are hereby added as additional insureds."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the County may possess, including any self-insured retention the County may have, and any other insurance the County does possess shall be considered excess insurance only," unless caused by the sole negligence of the County.
3. "This insurance shall act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."
4. "Thirty (30) days prior written notice of cancellation (except 10 days for non-payment) shall be given to the County in the event of cancellation and/or reduction in coverage of any nature." Such notice shall be sent to:

NAPA COUNTY
County Risk Manager
1195 Third Street, Suite B-20
Napa, CA 94559

With a copy mailed to:

Airport Manager
Napa County
2030 Airport Road
Napa, CA 94558

5. Endorsement #4 (30 days notice) listed above is the only endorsement required to be made a part of the Workers' Compensation and Employers' Liability policy.
6. For the Fire policy and the Course of Construction policy, the additional

insured endorsement #1 shall be replaced by an endorsement making the County (and any lender) as lender-loss payee.

J. PROOF OF COVERAGE: Copies of all of the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE, which shall be provided by the Lessee's insurance company as evidence of the stipulated coverages. This Proof of Insurance shall then be mailed to:

NAPA COUNTY
County Risk Manager
1195 Third Street, Suite B-20
Napa, CA 94559

With a copy mailed to:

Airport Manager
Napa County Airport
2030 Airport Road
Napa, CA 94558

K. BAILEE DISCLAIMER: It is hereby understood and agreed that the County in no way purports to be a bailee, and is therefore not responsible in any way for any damage to the property of Lessee, the Lessee's contractors, agents, employees and invitees.

L. These insurance requirements shall be subject to annual review by County's Risk Manager. Should the Risk Manager reasonably require any change in coverage, such change shall be provided in writing to Lessee and Lessee shall comply with the said change with the next succeeding renewal of Lessee's insurance.

Except as set forth below, Lessee shall be required to have any prime contractors engaging in the construction of the Leasehold Improvements provide all the required insurance listed on this **EXHIBIT G,** that is applicable to such prime contractor (i.e. A, D and H above). Lessee shall provide County's Risk Manager with such insurance and with notice of the name of each contractor providing it, and the purpose for which the insurance was procured on or before commencement of construction. Any approved Subcontractors shall be required to carry those levels of insurance set forth in the Minimum Standards, or as required by the Director. Liquor liability coverage shall not be required of the contractors.

EXHIBIT H

CEQA DOCUMENTS

Initial Study and Mitigated Negative Declaration for Terminal Area Redevelopment

NAPA COUNTY AIRPORT

Prepared by:

Coffman Associates
AIRPORT CONSULTANTS

August 2020 **Exhibit H**

INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR TERMINAL AREA REDEVELOPMENT

Prepared for

NAPA COUNTY AIRPORT
Napa County, California

Prepared By
Coffman Associates, Inc.

Coffman Associates
AIRPORT CONSULTANTS

August 2020

Exhibit H

INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR TERMINAL AREA REDEVELOPMENT

Napa County Airport

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APPENDICES

APPENDIX A
NATIVE AMERICAN TRIBAL OUTREACH

APPENDIX B
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INTRODUCTION

This Initial Study (IS) evaluates the potential environmental effects of proposed redevelopment of the existing terminal area of Napa County Airport (Proposed Project). Napa County Airport (APC or airport) is a public, general aviation (GA) airport located in the southern part of Napa County (county) approximately 2.2 miles northwest of the City of American Canyon and five miles south of the City of Napa. Regional access to the airport is available from State Highway 29/12 via Airport Boulevard (**Exhibit 1**).

The proposed redevelopment is intended to increase the apron area and provide for new terminal and hangar facilities for use by up to two fixed base operators (FBOs). This document was prepared pursuant to the *California Environmental Quality Act* (CEQA) (Public Resources Code [PRC], §21000 et seq.) and adopted CEQA Guidelines (Title 14, California Code of Regulations [CCR], Chapter Three). It has also been prepared in accordance with Napa County's *Local Procedures for Implementing the California Environmental Quality Act*, revised February 2020. Napa County is the "lead agency" for this project (CEQA Guidelines, §15367) and will determine the appropriate level of CEQA documentation based on the information presented in this report.

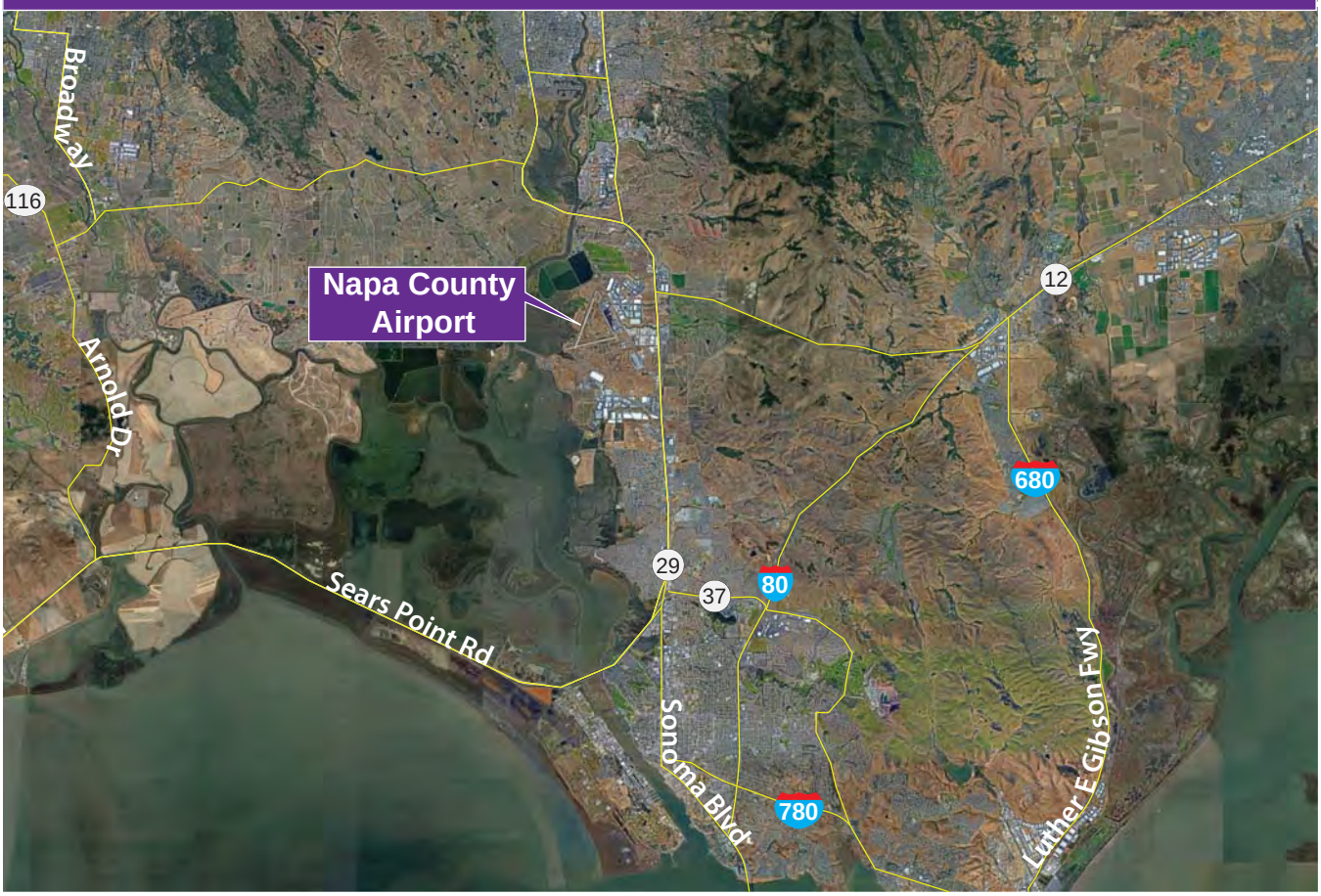
This report is comprised of the following sections:

- Project Description
- Environmental Factors Potentially Affected
- Environmental Impacts and Basis of Conclusions
- Evaluation of Environmental Impacts
- Environmental Issues Checklist (including Mandatory Findings of Significance)[1]
- List of Document Preparers
- Agencies and Websites Consulted
- References Cited

An explanation is provided for all responses contained in the Environmental Issues Checklist, including determinations of "No Impact" or "Less than Significant Impact." For every determination of "Less than Significant with Mitigation Incorporated," a description of the proposed mitigation measure(s) is included. No "Potentially Significant Impacts" that cannot be fully mitigated have been identified. A mitigation monitoring and reporting program (MMRP) will be necessary if the County Board of Supervisors, as the decision-making body, approves the Proposed Project.

[1] Because there have been recent changes in the CEQA Guidelines, the Environmental Issues Checklist uses the most current version of Appendix G of the CEQA Guidelines, rather the county's *Local Procedures for Implementing the: California Environmental Quality Act*, Appendix C.

101
80
16
Santa Rosa
Napa
Amador
Sacramento
Napa County Airport
Napa
5
88
160
12
1
Solano
Vallejo
San Joaquin
Concord
Stockton
Marin
Berkeley
Contra Costa
San Francisco
Oakland
San Francisco
99
Hayward
Modesto
92
Fremont
Alameda
Stanislaus


Broadway
116
Napa County Airport
12
Arnold Dr
680
29
80
37
Sears Point Rd
Sonoma Blvd
780
Luther E Gibson Fwy

PROJECT DESCRIPTION

1. Project Title

Terminal Area Redevelopment Project

2. Property Owner

Napa County
1195 Third Street, Suite 310
Napa, CA 94559

3. County Contact Person, Phone Number, and Email:

Greg Baer, MPA, Airport Manager
Napa County Airport
(707) 253-4665
Greg.Baer@countyofnapa.org

4. Project Location and APN:

Napa County Airport - Terminal Area
Napa, California
APN: 057050009000

5. Project Sponsor's Name and Address

Napa County Airport
2030 Airport Road
Napa, CA 94558

6. General Plan Description

The existing airport, including the Proposed Project area, is designated as "Public-Institutional" on the Napa County General Plan Land Use map (Napa County 2009, Figure AG/LU-3: Land Use Map).

7. Zoning

Zoning on the airport is AV:AC (Airport: Airport Compatibility) (Napa County 2015).

8. Background/Project History

Airport Background

Napa County Airport is one of two public airports in the county. The GA facility provides a base of operations for local pilots, air access to Napa and the surrounding areas and businesses, flight training and related activities, and emergency access for the community. The airport is classified as a public use, regional, reliever airport in the *2019-2023 National Plan of Integrated Airport Systems* (NPIAS) (Federal Aviation Administration [FAA] 2018b).

The airport has three runways (**Exhibit 2**):

- Runway 1L-19R is 5,930 feet (ft) long, 150 ft wide, and has a precision instrument approach with visibility minimums as low as ¾-mile (Runway 1L).

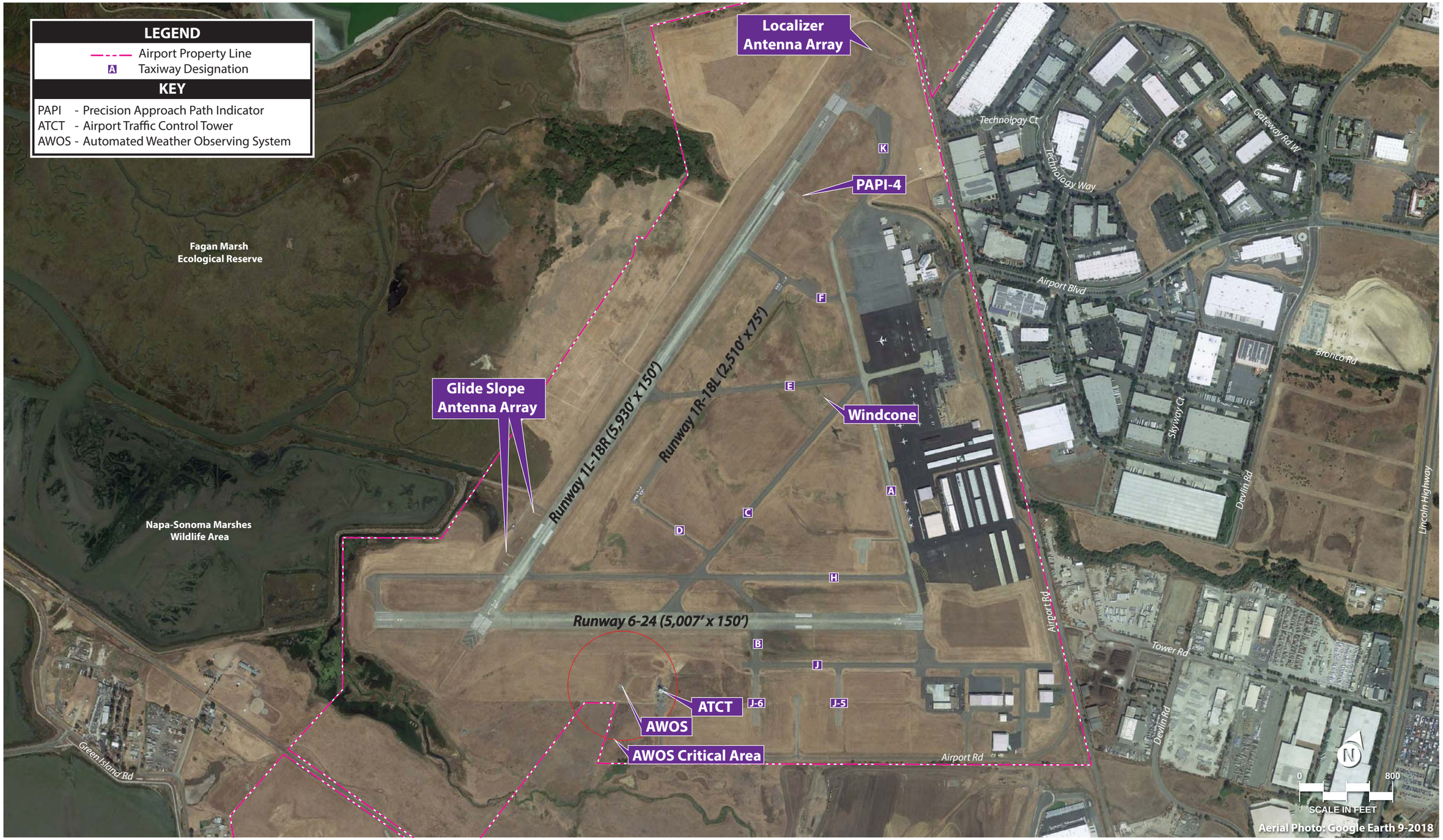
- Runway 6-24 is 5,008 ft long, 150 ft wide, and has a non-precision instrument approach with visibility minimums as low as 1-mile (Runway 6). This runway often serves as a crosswind runway for the critical design aircraft.[2]

- Runway 1R-19L is 2,510 ft long, 75 ft wide, and is a visual runway. This runway is designed for use by small aircraft.

Both Runways 1L-19R and 1R-19L are oriented in a northeast/southwest direction. Runway 6-24 is oriented generally east/west. The GA terminal area is east of the airfield with vehicular access from Airport Road.

The current airport design aircraft for Napa County Airport is classified as D-III-2. The critical design aircraft is classified by three parameters: Aircraft Approach Category (AAC), Airplane Design Group

[2] The critical design aircraft is used to identify the design parameters for an airport and is defined as the most demanding aircraft type, or grouping of aircraft with similar characteristics, that make regular use of the airport. Regular use is defined as 500 annual operations, excluding touch-and-go operations. Although an aircraft that exceeds the design criteria of an airport may still use the airport, it is not the usual practice to base the airport design on an aircraft that uses the airport infrequently.


LEGEND
Airport Property Line
A Taxiway Designation
KEY
PAPI - Precision Approach Path Indicator
ATCT - Airport Traffic Control Tower
AWOS - Automated Weather Observing System
Localizer Antenna Array
PAPI-4
Windcone
Glide Slope Antenna Array
ATCT
AWOS
AWOS Critical Area
Runway 1L-18R (5,930' x 150')
Runway 1R-18L (2,510' x 75')
Runway 6-24 (5,007' x 150')
Fagan Marsh Ecological Reserve
Napa-Sonoma Marshes Wildlife Area
Technology Ct
Technology Way
Gateway Rd W
Airport Blvd
Bronco Rd
Skyway Ct
Devlin Rd
Lincoln Highway
Airport Rd
Tower Rd
Green Island Rd
K
F
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J-6
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Aerial Photo: Google Earth 9-2018

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(ADG), and Taxiway Design Group (TDG), which are reported in the following order - AAC-ADG-TDG.[3] The airport currently experiences operations by three types of large business jets, which, as a group, meet the 500-operations threshold for each element of the critical aircraft determination (**Table 1**). The future airport design aircraft is planned to remain as D-III-2.[4]

TABLE 1
Design Aircraft Summary
Napa County Airport

Aircraft Type	AAC	ADG	TDG	2018 Operations
Gulfstream 500/600	D	III	2	380
Gulfstream 450	D	II	2	382
Global Express	B	III	2	132
Summary				
Total AAC D				762
Total ADG III				512
Total TDG 2				894

Source: Coffman Associates 2020
AAC = Aircraft Approach Category
ADG = Airplane Design Group
TDG = Taxiway Design Group

Airport Operations and Forecast Growth

Updated aviation demand forecasts were completed for the airport in November 2019 (generally using a base year of 2018).[5] These forecasts were reviewed by FAA and approved on May 18, 2020. According to the forecast report, there are 167 verified based aircraft at the airport with a mix of aircraft comprised of 137 single engine pistons, 4 multi-engine pistons, 10 turboprops, 11 business jets, and 5 helicopters. Based aircraft are forecast to increase from 167 in 2018 to 194 by 2038 for an annual growth rate of 0.75 percent (Coffman Associates 2020).[6]

[3] Aircraft Approach Category (AAC): The AAC generally refers to the approach speed of an aircraft in landing configuration (operational characteristics). The higher the approach speed, the more restrictive the applicable design standards, which are depicted by a letter A through E.
Airplane Design Group (ADG): The ADG, depicted by a Roman numeral I through VI, is a classification of aircraft which relates to aircraft wingspan or tail height (physical characteristics). When the aircraft wingspan and tail height fall in different groups, the higher group is used.
Taxiway Design Group (TDG): A classification of airplanes based on outer-to-outer, main gear width and cockpit to main gear distance. The TDG relates to the undercarriage dimensions of the design aircraft. The TDG is classified by an alphanumeric system: 1A, 1B, 2, 3, 4, 5, 6, and 7.
[4] Since almost no aircraft larger than a D-III are anticipated to use the airport in the future (based on the FAA-approved forecasts), the airport design aircraft would remain as D-III-2, i.e., no change in the critical design aircraft is planned.
[5] Per FAA guidance, aviation demand forecasts are "unconstrained." An unconstrained forecast means the projected growth could only happen if other factors such as new hangar space being made available. Thus, future FBO hangars are considered part of the unconstrained growth.
[6] The forecast was prepared before COVID-19 became prevalent. There may be a future evaluation of the forecast data depending on the timeline for future proposed development implementation.

Based on the airport traffic control tower counts, the airport had 28,654 itinerant and 15,307 local operations in 2018. Itinerant operations are associated with aircraft arriving from or departing to another airport; local operations are associated with training activity or touch-and-go activity.

Air taxi operations are included in the overall itinerant operations. Air taxi operations are those that provide "on-demand" or "for-hire" transportation of persons or property via aircraft with fewer than 60 passenger seats. Air taxi includes a broad range of operations, including some smaller commercial service aircraft, some charter aircraft, air cargo aircraft, many fractional ownership aircraft, and air ambulance services. The approved forecast also included itinerant and local military operations for every year.

The approved airport operational forecast for 5 years, 10 years, and 20 years from the base year 2018 (i.e., 2023, 2028, and 2038) is shown in **Table 2**. Total operations are forecast to increase from 50,489 in 2018 to 55,680 by 2038, which is an annual growth rate of 0.49 percent.

TABLE 2
Total Operations 20-Year Forecast
Napa County Airport

Year	Local Operations[a]			Itinerant Operations[b]				Grand Total
	General Aviation	Military	Total	General Aviation	Air Taxi	Military	Total	
2018	15,307	415	15,722	28,564	5,839	364	34,767	**50,489**
2023	15,468	433	15,901	28,911	6,470	332	35,713	**51,614**
2028	15,632	433	16,065	29,196	7,375	332	36,903	**52,968**
2038	15,963	433	16,396	29,768	9,184	332	39,284	**55,680**
CAGR	0.21%	0.21%	0.21%	0.21%	2.29%	-0.46%	0.61%	**0.49%**

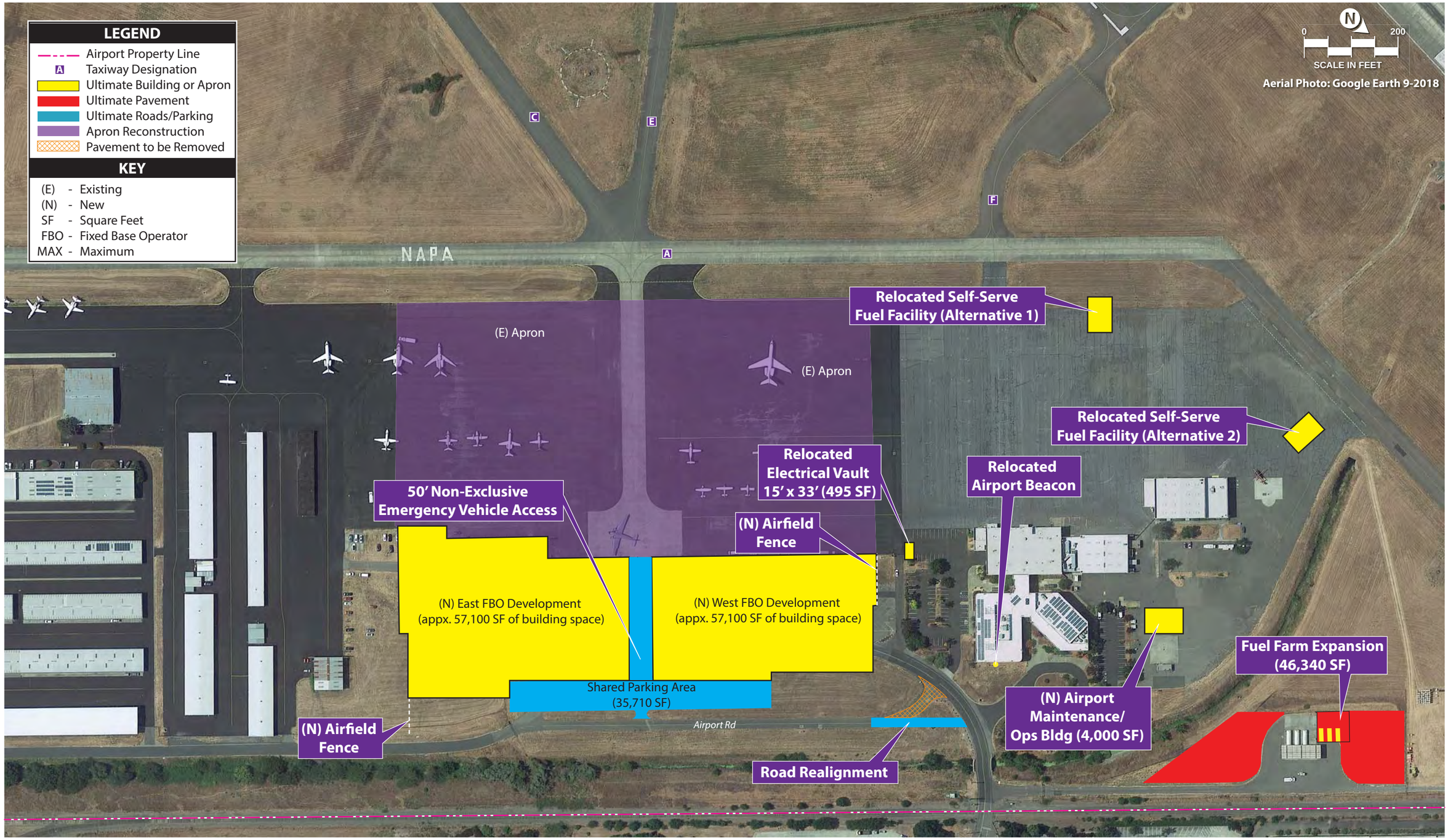
Source: Coffman Associates 2020
[a] Local operations are those that operate in the local traffic pattern or within sight of the airport; are known to be departing for, or arriving from, flight in the local traffic practice areas located within a 20-mile radius of the airport; or execute simulated instrument approaches or low passes at the airport (Title 14 Code of Federal Regulations [CFR] §170.3 - Definitions).
[b] Itinerant operations are all operations other than local operations. Operations are defined as one takeoff or landing.
CAGR = Compound Annual Growth Rate

9. Description of Project

Proposed Project Description

The Proposed Project is the redevelopment of approximately 24 acres of the existing GA terminal area of the airport (**Exhibit 3**). It will increase the aircraft apron area, set aside area for up to two FBO development areas, which may include terminals, maintenance facilities, and hangars, and include a shared vehicular parking area. An expansion of the existing fuel farm on the north end of the airport is also included in the project. The existing airfield lighting vault, beacon, and AvGas (100 LL) self-serve fuel area will be relocated. Approximately 12 acres of existing apron located between the FBO development areas and the airfield will be reconstructed once FBO development is completed.

The Proposed Project also includes the realignment of Airport Road east of the vehicular parking lot. Currently, Airport Road (which begins, or transitions from Airport Boulevard at the railroad crossing) is


LEGEND
Airport Property Line
A Taxiway Designation
Ultimate Building or Apron
Ultimate Pavement
Ultimate Roads/Parking
Apron Reconstruction
Pavement to be Removed
KEY
(E) - Existing
(N) - New
SF - Square Feet
FBO - Fixed Base Operator
MAX - Maximum
N
0
200
SCALE IN FEET
Aerial Photo: Google Earth 9-2018
NAPA
C
E
F
A
L
(E) Apron
(E) Apron
Relocated Self-Serve Fuel Facility (Alternative 1)
Relocated Self-Serve Fuel Facility (Alternative 2)
Relocated Electrical Vault 15' x 33' (495 SF)
Relocated Airport Beacon
50' Non-Exclusive Emergency Vehicle Access
(N) Airfield Fence
(N) East FBO Development (appx. 57,100 SF of building space)
(N) West FBO Development (appx. 57,100 SF of building space)
Shared Parking Area (35,710 SF)
Fuel Farm Expansion (46,340 SF)
(N) Airfield Fence
Airport Rd
(N) Airport Maintenance/ Ops Bldg (4,000 SF)
Road Realignment

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a divided roadway east of the existing terminal building, with a bypass road bending to the northwest and connecting back into Airport Boulevard. The Proposed Project will realign Airport Road by removing the bend and creating a straight road segment. The road realignment is depicted on **Exhibit 3**.

The existing terminal building and seven additional buildings or structures (approximately 27,500 square feet [sf]) will be demolished and/or relocated to provide sufficient development area (**Exhibit 4**). **Table 3** provides information on the buildings or structures to be removed. (The building numbers refer to numbers on the airport layout plan [ALP].)

TABLE 3
Buildings/Structures to be Demolished or Relocated

Building No. (refer to Exhibit 4) and Type	Estimated Date of Construction	Use	Square Feet (sf)
#14: T-Hangars (demolished)	1945-1947	6 hangars; 2 storage units	6,300 sf
#21: FBO Shop Building (demolished)	1952-1958	FBO general maintenance	400 sf
#22: FBO (demolished)	1945-1947	lobby, flight planning room; offices, conference room	5,100 sf
#23: General Aviation Terminal (demolished)	1953	terminal lobby, public restrooms, restaurant, flight school, airport administrative office, conference room	13,000 sf
#24: Electric Vault (relocated)	1947-1952	co-located with beacon mast	360 sf
#25: Equipment Building (demolished)	1958-1968	airport maintenance shop, offices, storage	1,008 sf
#26: Equipment Building (demolished)	1968-1982	airport maintenance, tractor storage, general storage	640 sf
#28: Fuel Island (relocated)	2004	self-serve fuel - 100 Low Lead (LL)	700 sf
Total Square Feet to be Removed			**27,508 sf**

Source: SWCA 2020

Napa County has issued a Request for Proposal (RFP) for Fixed Base Operator Services (RFP No. AIRPA001), which depicts two 10-acre, side-by-side areas available for FBO development. Since the actual development proposals have not yet been selected, this Initial Study assumes a maximum amount of building development based on a preliminary design concept report prepared using the airport's existing GA Minimum Standards and other design standards applicable to the project (Mead and Hunt 2020).[7]

Proposed Project Grading and Drainage

Based on preliminary grading plans, the Proposed Project will require a net amount of approximately 3,500 cubic yards (cy) of fill material for the entirety of the redevelopment area. Approximately 136,000

[7] Based on the buildout assumptions in the design concept report and on conversations with airport management, this Initial Study assumes the following buildout for up to two FBO areas: one FBO with 57,100 sf of combined office/lobby/hangar/restaurant space (assumes a 10,000-sf restaurant); and one FBO with 57,100 sf of combined office/lobby/hangar space (without a restaurant) to evaluate the project in terms of emissions, energy demand, greenhouse gases, and solid waste generation.

sf of pavement (3 inches deep) will be removed prior to regrading of the apron and building areas. (For the purposes of grading design analysis and quantity estimates, a pavement section for aircraft under 100,000 pounds was selected based on previous projects at the airport and the existing fleet mix. Accordingly, the pavement section for the apron area will be 4 inches of asphalt pavement, 11 inches of crushed aggregate base course, and 12 inches of lime-treated subgrade.)

The slope of the proposed apron pavement in front of the FBO development areas is assumed to be 1.5 percent (**Exhibit 5**). This grade will be required to place the hangars high enough to ensure the shared parking area on the landside of the FBO development areas can be drained away from the buildings. The proposed redevelopment area is comprised of three catchment areas (**Exhibit 6**). Those catchment areas are roughly defined as follows (Mead and Hunt 2020):

- Apron Catchment Area A is comprised of the balance of the southern portion of the existing apron, plus the existing FBO building and FBO shop. The area is drained via catch basins in the apron. This area, roughly 206,050 sf, drains to the airfield infield area.

- Apron Catchment Area B is comprised of a just over half of the existing apron (northern portion), plus the existing terminal, self-serve fuel island, landside parking, Airport Road, airfield lighting vault, and much of the turf areas east of the redevelopment area. The area is drained via numerous catch basins across the landside and three catch basins in the apron. This area, approximately 652,705 sf, outfalls into the northern area of the airfield infield area.

- Fagan Creek Catchment Area C is comprised of a small area of turf between the two roads east of the existing terminal area, as well as a portion of Airport Road. This area, roughly 8,040 sf, drains to a single catch basin that outfalls directly into Fagan Creek via an 18-inch reinforced concrete pipe.

The airport's existing landside terminal area currently has eight catch basins that are not aircraft-rated and are of various age and condition. These will be removed to construct the new apron area.

Specific to drainage, the proposed redevelopment project will increase the overall impervious drainage area by 176,600 sf. This increase is driven by the new apron area, FBO development areas, and shared parking area. Because an increase in impervious surfaces will occur, a bioretention area is required by the Bay Area Stormwater Management Agencies Association's (BASMAA) Post-Construction Manual.[8] The bioretention area is required to be four percent of the overall impervious area (i.e., 6,400 sf).

[8] BASMAA's Post-Construction Manual is a project requirement guide for National Pollutant Discharge Elimination System (NPDES) permitting. Napa County has adopted the BASMAA standards and encourages low impact development (LID) concepts with development. The existing and planned stormwater systems at the airport are classified as municipal separate storm sewer systems (MS4s). Napa County requires specific features and facilities be included in development plans as conditions of issuing approvals and permits for projects. Those features and facilities are intended to control pollutant sources; control runoff volumes, rates, and durations; and treat runoff before discharge from the site. Given the additional impervious drainage areas being proposed as part of this redevelopment, BASMAA's Post-Construction Manual will apply accordingly.

LEGEND

- Airport Property Line
- A Taxiway Designation
- Buildings to be Removed
- Demolition Area
- Pavement to be Removed

N

0 200

SCALE IN FEET

Aerial Photo: Google Earth 9-2018

Building #	Building Type
14	T-hangar
21	Fixed Base Operator Shop Building
22	Fixed Base Operator
23	General Aviation Terminal
24	Electrical Vault
25	Equipment Building
26	Equipment Building
28	Fuel Island

NAPA

Demolish and Relocate Self-Serve Fuel Island

Demolish Parking Lot

Water Well to be Abandoned

Airport Beacon to be Relocated

Demolish and Relocate Electrical Vault

Asphalt Removal

Airport Rd

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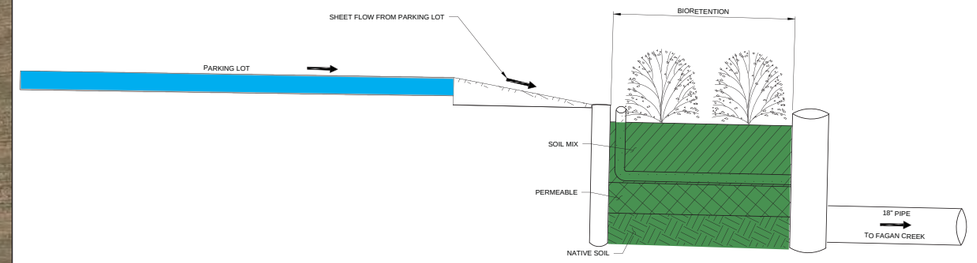
LEGEND

- Airport Property Line
- A — Taxiway Designation
- Ultimate Building or Apron
- Ultimate Roads/Parking
- Bioretention Area
- Storm Drain
- 18" Storm RCP
- Catch Basin

KEY

(N) - New
SF - Square Feet
FBO - Fixed Base Operator
RCP - Reinforced Concrete Pipe
MAX - Maximum
E - Existing

Drainage Catchment Area - Typical Cross Section



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SCALE IN FEET

Aerial Photo: Google Earth 9-2018

NAPA

C
E
A

6" Storm Drain

-1.5% (MAX)

(N) East FBO Development
(appx. 57,100 SF of building space)

-1.5% (MAX)

(N) West FBO Development
(appx. 57,100 SF of building space)

-1.7%
-1.7%

Airport Rd

Grade Break

(N) Outfall to Fagan Creek

Fagan Creek

Outfall through (E) 18" RCP to Fagan Creek

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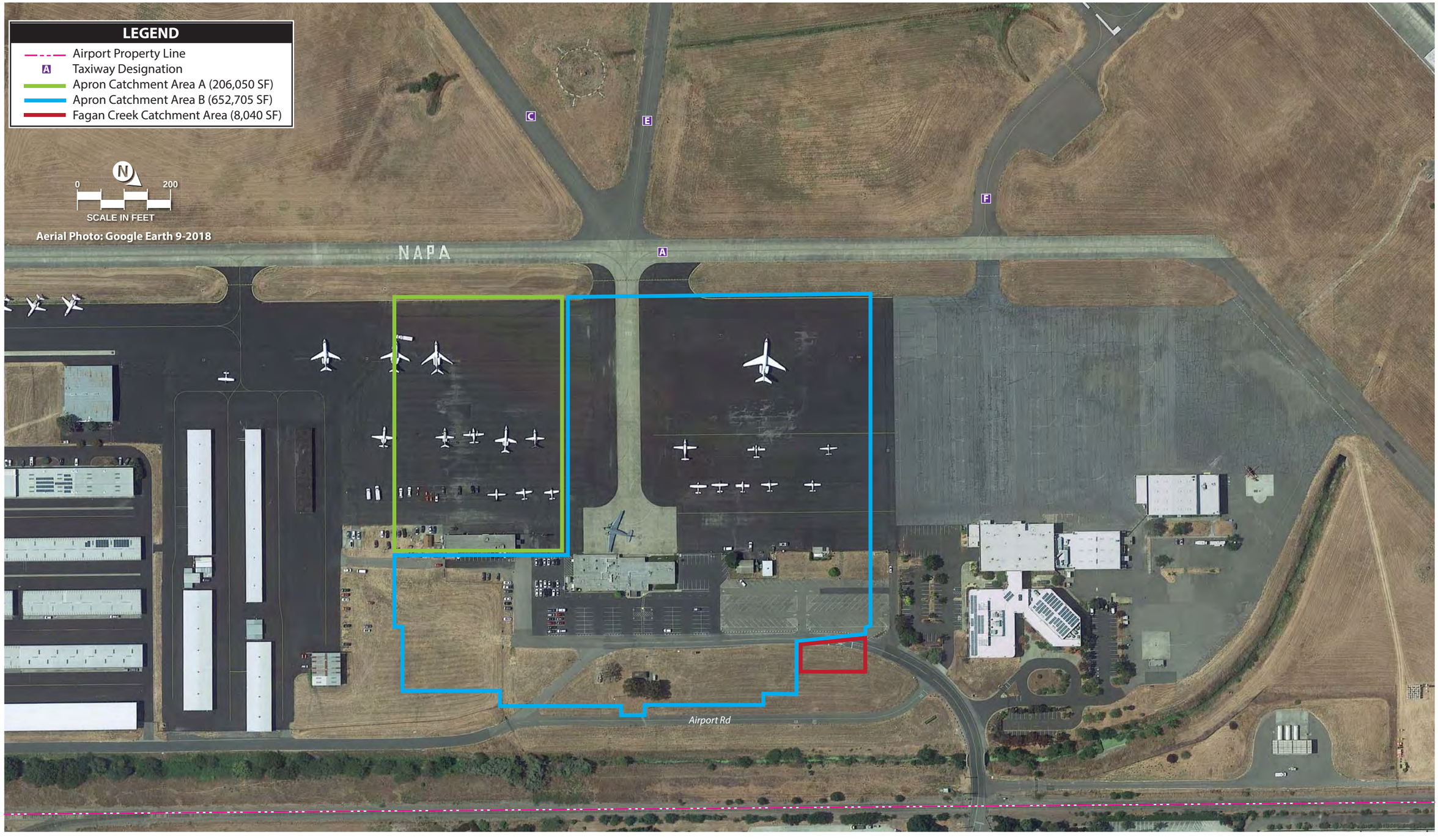
LEGEND
Airport Property Line
A Taxiway Designation
Apron Catchment Area A (206,050 SF)
Apron Catchment Area B (652,705 SF)
Fagan Creek Catchment Area (8,040 SF)
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SCALE IN FEET
Aerial Photo: Google Earth 9-2018
NAPA
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F
Airport Rd

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For the new apron, surface drainage to the west away from the hangar/terminal area and toward the existing catch basins will occur. The existing apron area catchments will be extended into the new apron accordingly. For the buildings and parking area, stormwater drainage will be conveyed to the Fagan Creek catchment area. The parking area, as well as all turf between the redevelopment area and the remaining road, will drain to the Fagan Creek catchment area via surface drainage to the bioretention facility. Any overflow will proceed to Fagan Creek via a closed drainage system. Additional stormwater detention may be required to limit flows into Fagan Creek.

Proposed Project Utilities and Other Facilities

Existing underground airfield electrical, sewer lines, water lines, stormwater lines, fiber optic, and non-airfield electrical lines are located within the Proposed Project footprint and will be relocated (**Table 4**). Any abandoned utilities found, or encountered, within the project limits during the excavation processes will be removed or abandoned in place.

TABLE 4
Utility Construction

Type of Utility Infrastructure	Quantity
Airfield Electrical	1,325 lf
Stormwater	1,945 lf
Sanitary	1,095 lf
Electrical/Communication	2,720 lf

Source: Mead and Hunt 2020
lf = linear feet

The existing airfield electrical vault, generator, and beacon are also within the Proposed Project footprint and will be relocated (**Exhibit 7**). The new airfield electrical vault will be placed in the southwest corner of the 2000 Airport Road facility. The beacon will be located along the eastern side of the same facility. The electrical homerun for Runway 6-24, which currently runs through the proposed redevelopment site, will be relocated to the new vault location. The new airfield electrical vault will also require a new connection to the Runway 1L-19R homerun that currently has its alignment to the northeast of the building. These new connections to the airfield lighting homeruns are shown on **Exhibit 7**. The relocated airfield electrical vault will have communications and non-airfield electrical connection to power the building and connections coming into the building.

The existing self-serve fuel island is located within the Proposed Project footprint and will require relocation. There are two alternative locations for the proposed self-serve fuel island. These locations are located outside of the aircraft wingtip clearance of a Boeing Business jet taxiing from Taxiway K to Taxiway A to the transient parking area on the existing apron. Either of the self-serve fuel island locations will require a new primary electrical service feed and communication lines to the facility. The electrical and communication lines will be trenched through the turf area between Taxiway A and the transient parking ramp, and then run parallel to the Runway 1L-19R homerun and connect to the new airfield electrical vault. Another option is to relocation the Runway 6-24 homerun within Airport Road.

An expansion of the existing fuel farm on the north end of the airport is also necessary to complete the Proposed Project. In order to accommodate additional FBO development and to comply with the GA Minimum Standards, a 45,100-sf area has been reserved north and south of the existing facility for a minimum of two 20,000-gallon jet fuel tanks, one 10,000-gallon Avgas tank, and backup power. The area will be paved with asphalt and utilize the existing electrical and communication services (**Exhibit 8**). Since any additional pavement in the fuel farm area will increase the impervious drainage of the area, the developer may be required to meet further BASMAA requirements in this area depending on the additional impervious drainage added.

Proposed Project Construction and Phasing

The Proposed Project is anticipated to take approximately 20 months, beginning May 2021. The schedule assumes that redevelopment will occur across the full project site. The redevelopment portion of the project will take approximately 16.3 months and can be generally divided into six phases: demolition, site preparation, grading, building construction, paving, and painting/building finishing. The airport engineer has conducted a preliminary review of the project area to determine the number of weeks each phase is anticipated to take (**Table 5**).

TABLE 5
Redevelopment Project Timeline

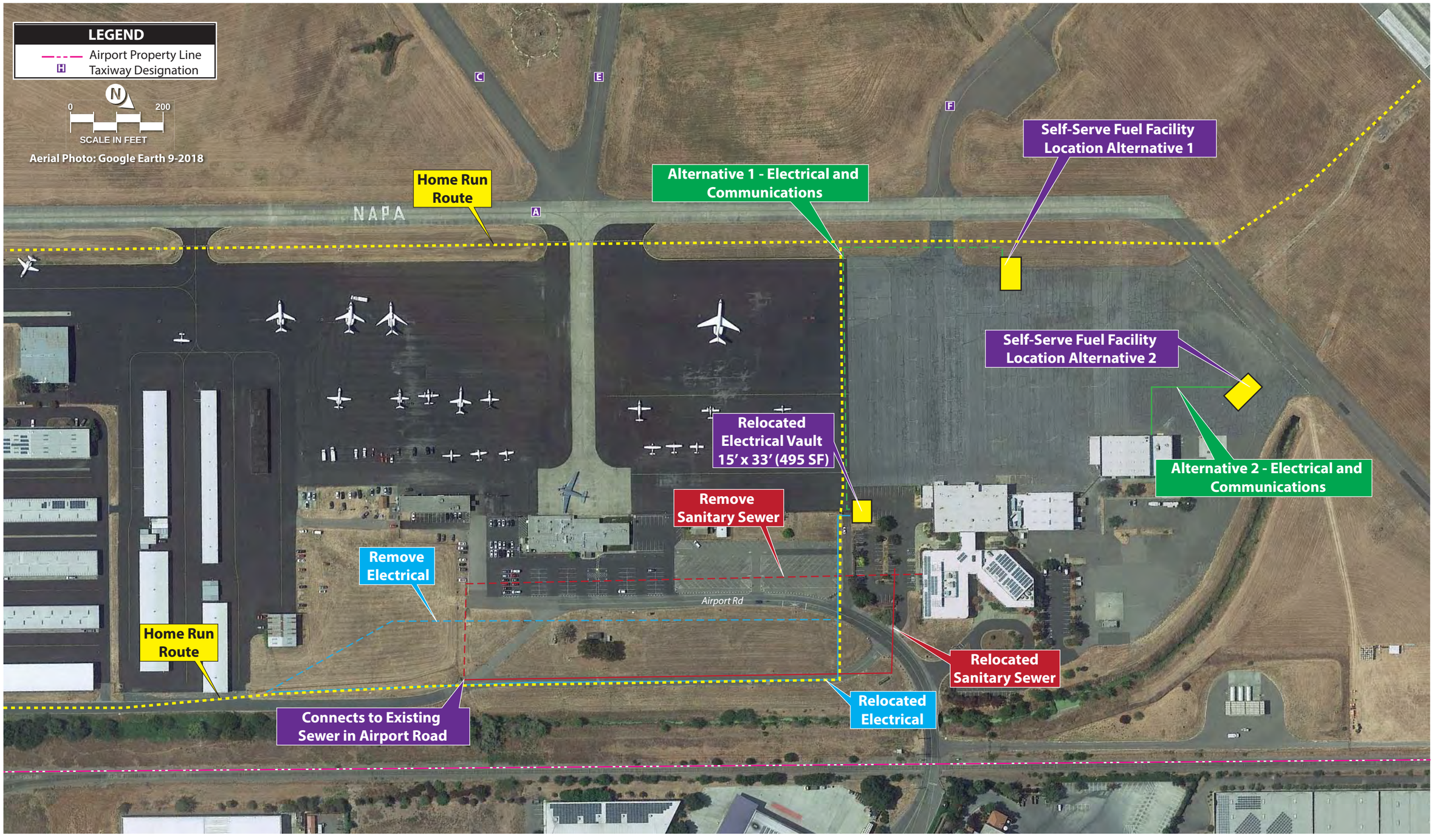
Project Phase	Total Weeks	Phase Start Date*	Phase End Date
Demolition	5	May 3, 2021	June 2, 2021
Site Preparation	1	June 7, 2021	June 11, 2021
Grading	6	June 14, 2021	July 23, 2021
Building Construction	43	July 26, 2021	May 20, 2022
Paving	12	May 23, 2022	August 12, 2022
Painting/Building Finishing	4	August 15, 2022	September 9, 2022
Total Weeks	**71**		
Total Months	**16.3**		

Source: Mead and Hunt 2020
* Dates are projected only and subject to change

- Demolition Phase. The demolition phase is anticipated to take approximately five weeks to complete. During this phase, the existing general aviation terminal, T-hangars, FBO building, electrical vault, two equipment buildings, and existing utility infrastructure will be removed (approximately 26,448 sf of demolition).

- Site Preparation. Pavement demolition will be conducted during site preparation, which is anticipated to take one week to complete. The total amount of pavement to be removed will be approximately 1,259 cy. The existing depth of the pavement is three inches.

- Grading. Site grading to the Proposed Project will include excavation and importing 3,478 cy of fill material. This phase is anticipated to be completed in six weeks.


LEGEND
Airport Property Line
Taxiway Designation
N
0
200
SCALE IN FEET
Aerial Photo: Google Earth 9-2018
C
E
F
A
NAPA
Home Run Route
Alternative 1 - Electrical and Communications
Self-Serve Fuel Facility Location Alternative 1
Self-Serve Fuel Facility Location Alternative 2
Relocated Electrical Vault 15' x 33' (495 SF)
Alternative 2 - Electrical and Communications
Remove Sanitary Sewer
Remove Electrical
Airport Rd
Home Run Route
Relocated Sanitary Sewer
Relocated Electrical
Connects to Existing Sewer in Airport Road

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LEGEND
Airport Property Line
Ultimate Building
Ultimate Pavement
KEY
(E) - Existing
(N) - New
SF - Square Feet
N
0
100
SCALE IN FEET
Aerial Photo: Google Earth 9-2018
Three 10,000 Gallon Tanks:
- Two for Jet Fuel
- One for Aviation Gas
(N) Concrete Pad
± 4,580 SF
8'
26'
(E) Fuel Farm
(N) Asphalt Pavement
± 18,670 SF

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- Building Construction. Three new aviation-related buildings and the installation of utility infrastructure are proposed to be constructed, which will be approximately 118,200 sf, or an increase of 91,752 sf increase of building area at the airport. Building construction is anticipated to take approximately 43 weeks to complete.

- Paving. The paving will include a new shared parking lot for the FBO development areas, new apron, and paving for the new expanded fuel farm. Approximately 234,000 sf of pavement will be required to complete this portion of the project, increasing the impervious area by 176,600 sf at the airport. This phase of the Proposed Project is anticipated to take 12 weeks.

- Painting/Building Finishing. The final phase of the redevelopment effort will be finishing the buildings, including interior/exterior painting and parking lot/apron striping. The painting/finishing phase is anticipated to be completed in four weeks.

By 2023, reconstruction of the existing apron within the Proposed Project will be undertaken. The construction timeframe for this portion of the Proposed Project is anticipated to take approximately three months (**Table 6**). The total amount of pavement to be removed will be approximately 5,023 cy. The existing depth of the pavement is three inches.

TABLE 6
Apron Reconstruction Project Timeline

Project Phase	Total Weeks	Phase Start Date*	Phase End Date
Demolition	4	July 24, 2023	August 18, 2023
Site Preparation	2	August 21, 2023	September 1, 2023
Paving	4	September 4, 2023	September 29, 2023
Apron Painting/Finishing	4	October 2, 2023	October 27, 2023
Total Weeks	**16**		
Total Months	**3**		

Source: Mead and Hunt 2020
* Dates are projected only and subject to change

10. Environmental Setting and Surrounding Land Uses

Land uses on the airport consist primarily of airport-related uses. As shown on **Exhibit 9**, the Proposed Project area is already developed with aircraft apron, the buildings and structures previously listed in **Table 3**, and areas vegetated with grasses. This ruderal annual grassland is mowed frequently and supports a weedy, mostly annual flora. Airport Road and vehicular parking areas are also present.

Fagan Creek is located immediately east of the Proposed Project area. In 1942 Fagan Creek was rerouted and configured by the Army into its current configuration. It is generally a trapezoidal channel with very steep side slopes (2:1 or steeper) and contains an inset bench and a low flow channel. Portions of the creek support riparian vegetation (woody hydrophytes), mostly willow (*Salix laevigata* and *S. exigua*), Fremont cottonwood (*Populus fremontii*) and northern black walnut (*Juglans hindsii*). The creek receives urban runoff and is presumed wet year-round. It supports a wetland plant community near the water (Salix Consulting, Inc. 2020).

The airport is 0.84 miles west of State Route 29 and approximately 2.2 miles northwest of the City of American Canyon. Adjacent to, and to the east of the Airport are two commercial/industrial parks consisting of a mix of commercial, office, and light-industrial uses that are zoned I:AC (Industrial: Airport Compatibility combination district), IP:AC (Industrial Park: Airport Compatibility combination district), and GI:AC (General Industrial: Airport Compatibility combination district) (**Exhibit 10**) (Napa County 2015).

Land north of the airport is owned by the Napa Sanitation District and zoned AW:AC (Agricultural Watershed: Airport Compatibility combination district). The area closest to the airport is comprised of four water filtration ponds associated with the wastewater treatment facility located just north of the water filtration ponds.

West of the airport is the Fagan Marsh Ecological Reserve/State Marine Park and the Napa-Sonoma Marshes Wildlife Area. The marshes are part of a larger network of baylands, tidal sloughs, and wetland habitat north of San Francisco supporting diverse wildlife.

Land south of the airport is in the City of American Canyon, which includes a combination of undeveloped land, light-industrial land use, and office. Zoning south of the airport is a combination of I:AC, IP:AC, and GI:AC zoning districts (**Exhibit 10**).

11. Other Agencies Whose Approval is Required (e.g., permits, financing approval, or participation agreement)

Agency	Approval Required
Federal Aviation Administration	Unconditional Approval of proposed changes to the ALP; Determinations ensuring compliance with applicable federal regulations related to airport safety and funding; Verification of compliance with the *National Environmental Policy Act* (NEPA).
San Francisco Bay Regional Water Quality Board	Update to the applicable National Pollutant Discharge Elimination System (NPDES) General Industrial Permit (2014-0057-DWQ); Issuance of a NPDES General Construction Permit.
County of Napa	Issuance of demolition, grading, and building permits.
City of American Canyon	Issuance of a "will serve" letter for potable water service.
Napa Sanitation District	Issuance of a "will serve" letter for sewer service.

12. Have California American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code (PRC) §21080.3? If so, has consultation begun?

The California Native American Heritage Commission (NAHC) was contacted in March 2020 to perform a records search of the Sacred Lands File (SLF) for the airport, which produced one positive result and a list of tribes with potential knowledge of cultural resources in the general area (**Appendix A**).

LEGEND
Airport Property Line
A Taxiway Designation
Area of Disturbance
N
0
200
SCALE IN FEET
Aerial Photo: Google Earth 9-2018
C
E
F
A
NAPA
~31.2 Acres
~0.2 Acres
~1 Acres
~1.6 Acres
Airport Rd

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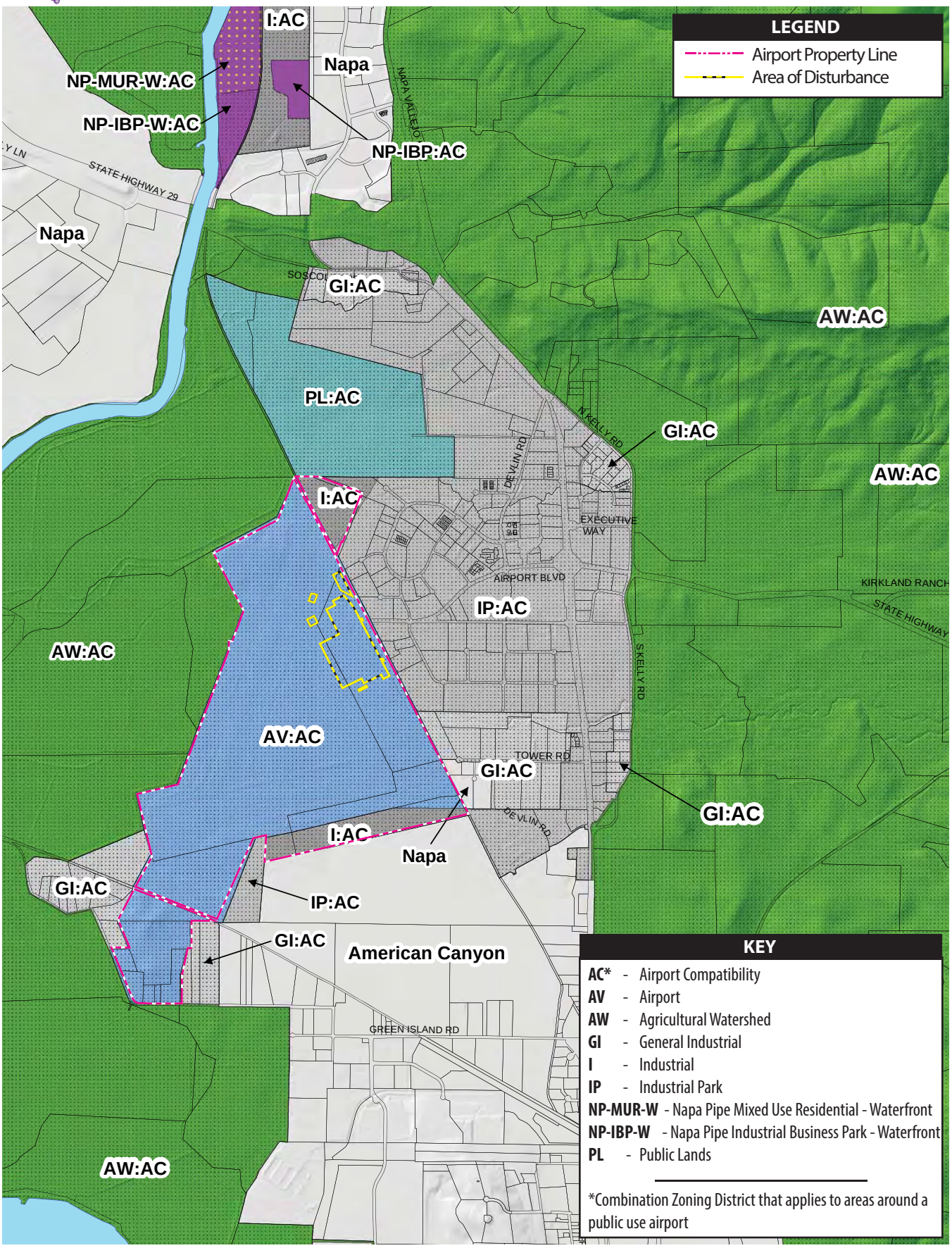

LEGEND
Airport Property Line
Area of Disturbance
I:AC
Napa
NP-MUR-W:AC
NP-IBP-W:AC
NP-IBP:AC
NAPA VALLEJO
STATE HIGHWAY 29
Napa
SOSCOL
GI:AC
AW:AC
PL:AC
N KELLY RD
GI:AC
DEVLIN RD
AW:AC
I:AC
EXECUTIVE WAY
AIRPORT BLVD
IP:AC
KIRKLAND RANCH
STATE HIGHWAY
AW:AC
S KELLY RD
AV:AC
TOWER RD
GI:AC
GI:AC
DEVLIN RD
I:AC
Napa
GI:AC
IP:AC
GI:AC
American Canyon
GREEN ISLAND RD
AW:AC
KEY
AC* - Airport Compatibility
AV - Airport
AW - Agricultural Watershed
GI - General Industrial
I - Industrial
IP - Industrial Park
NP-MUR-W - Napa Pipe Mixed Use Residential - Waterfront
NP-IBP-W - Napa Pipe Industrial Business Park - Waterfront
PL - Public Lands
*Combination Zoning District that applies to areas around a public use airport

The following tribes have requested formal consultation with the county under PRC §21080.3:

- Mishewal Wappo Tribe of Alexander Valley
- Yocha Dehe Wintun Nation
- Middletown Rancheria

A letter was mailed to each tribe requesting formal consultation or recommended by the NAHC for contact (i.e., Cortina Rancheria – Kletsel Dehe Band of Wintun Indians) on June 17, 2020, along with exhibits describing the Proposed Project and information regarding the results of the archaeological survey. **Appendix A** contains copies of the letter sent to each tribe. One tribe (Yocha Dehe Wintun Nation) contacted the airport to request a corrected letter due to an error in the tribal name. The corrected letter was sent via email to the tribe on July 8, 2020.

One tribe (Yocha Dehe Wintun Nation) requested consultation on the Proposed Project. On August 7, 2020, the airport manager met with two tribal representatives at the project site. As a result of this meeting, the airport has agreed to the following tribal requests (**Appendix A**):

1. The project will include a pre-construction cultural sensitivity training under the direction of the Yocha Dehe Wintun Nation prior to the commencement of construction activity.

2. On-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal, will be conducted.

The tribal consultation process was completed with the Yocha Dehe Wintun Nation on August 11, 2020.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

Any environmental factors checked below would be potentially affected by the Proposed Project, involving at least one impact that is a "Potentially Significant Impact." However, as indicated by the Environmental Issues Checklist on the following pages, there are no project impacts that have been determined to be a "Potentially Significant Impact." All impact categories would be either "No Impact," "Less than Significant," or "Less than Significant with Mitigation Incorporated."

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

ENVIRONMENTAL IMPACTS AND BASIS OF CONCLUSIONS

The conclusions and recommendations contained herein are professional opinions derived in accordance with current standards of professional practice. They are based on a review of the Napa County Environmental Resources Maps, the other sources of information listed in the file, and the comments received; conversations with knowledgeable individuals; the preparer's personal knowledge of the area; and, where necessary, a visit to the site. For further information, see the environmental background information contained in the permanent file on this project.

On the basis of this initial evaluation:

☐ I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT (EIR) is required.

☐ I find that the Proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the Proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required.

Greg Baer
Signature

August 24, 2020
Date

Greg Baer
Name

Airport Manager/Public Works, Airport Division
Title/Department

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration (CEQA Guidelines, Section 15063[c][3][D]). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of, and adequately analyzed in, an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or

outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) the significance criteria or threshold, if any, used to evaluate each question; and

   b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ENVIRONMENTAL ISSUES CHECKLIST

I. Aesthetics

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in PRC Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

REGULATORY SETTING

Local Regulations

Napa County General Plan. The *Napa County General Plan* (revised 2013) addresses community aesthetics in the Community Character (CC) Element of the plan. Goals and policies applicable to the Proposed Project are found under the subheadings of "Aesthetics, Arts and Culture, Views and Scenic Roadways" and "Light and Glare."

Community Character Element Goals

Goal CC-6: Preserve and enhance the night environment of the county's rural areas and prevent excessive light and glare.

Aesthetics, Arts and Cultures, Views and Scenic Roadways Policies

- Policy CC-12: The grading of building sites, vineyards, and other uses shall incorporate techniques to retain as much as possible a natural landform appearance. Examples include:

  - The overall shape, height, and grade of any cut or fill slope shall be designed to simulate the existing natural contours and scale of the natural terrain of the site.
  - The angle of the graded slope shall be gradually adjusted to the angle of the natural terrain.
  - Sharp, angular forms shall be rounded and smoothed to blend with the natural terrain.

Light and Glare Policies

- Policy CC-33: The design of buildings visible from the county's designated scenic roadways shall avoid the use of reflective surfaces which could cause glare.

- Policy CC-34: Consistent with building code requirements for new construction in rural areas, nighttime lighting associated with new developments shall be designed to limit upward and sideways spillover of light. Standards shall be specified in the most recent update of the "Nonresidential Compliance Manual for California's 2005 Efficiency Standards" or the "Residential Compliance Manual for California's 2005 Energy Efficiency Standards" published by the State of California. Light timers and motion sensors shall be used wherever feasible.

IMPACT ANALYSIS

I.a and b) Less Than Significant Impact. The Proposed Project will have a Less than Significant impact on the aesthetic quality of the region for the following reasons:

- The Proposed Project will not have adverse effects on a scenic vista. Overall, the land use at the airport will not be altered with the Proposed Project. Rather, the construction of the hangars, apron, and supporting structures will be consistent with the appearance of the existing land uses.

- The Proposed Project will not damage scenic resources, such as rocks, outcroppings, or historic buildings/structures. Activities surrounding the Proposed Project will occur at an existing airport, which does not contain scenic resources, such as rocks or outcroppings. As discussed further in Section V, Cultural Resources, neither the airport property as a whole nor the individual buildings proposed for demolition by the Proposed Project are eligible for listing in the federal or state historic registers (SWCA 2020).

- State Highway 29, a designated Scenic Highway (California Department of Transportation website 2020), is located approximately 0.75 mile east of the airport and is separated from the airport by intervening development. At that distance, and because there are not clear lines of sight between the airport and the highway, the design of the new buildings will not be visible. The Proposed Project will not have a significant impact on views from the highway.

- Consistent with the county's General Plan Policy CC-6, grading will be minimal and will follow the existing landform at the airport and within the Proposed Project site.

I.c) No Impact. Although according to the U.S. Census Bureau, the airport and surrounding environs are not located in a U.S. Census urban area, most of the airport is classified as Urban and Built Up land on the state's Important Farmland Map. In addition, the airport is located within the more "urbanized" or developed corridor of the county along State Highway 29. The Proposed Project will not substantially degrade the existing visual quality of public views or the surrounding environs as it will be consistent with the existing land use. The airport is adjacent to an industrial/office area and the Proposed Project is consistent with the airport's existing zoning (AV:AC).

I.d) Less Than Significant Impact. Additional lighting will result from the proposed new buildings and apron expansion. However, the Proposed Project will be contained on airport property in place of an existing terminal and other buildings and will be buffered from light or glare-sensitive land uses, such as residential areas by surrounding light industrial and office development. The nearest residence is approximately one mile from the airport.

In addition, the airport is located within the "urbanized" corridor of the county and will, thus, not have an adverse effect on more rural areas of the county by introducing additional lighting. Because the airport is approximately 0.75 mile from the closest designated Scenic Highway (i.e., State Highway 29), the Proposed Project is consistent with county General Plan Policy CC-33. The airport's proposed landside development will comply with all applicable county policies and regulations concerning lighting per General Plan Policy CC-34.

II. Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurements methodology provided in Forest Protocols adopted by the California Air Resources Board. **Would the project:**				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a *Williamson Act* contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in PRC Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

REGULATORY SETTING

State Regulations

California Land Conservation Act (*Williamson Act*). The *California Land Conservation Act*, or the *Williamson Act*, is applicable to certain parcels within the State of California (state). The *Williamson Act* allows local governments to enter contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space uses in return for reduced property taxes. Under the *Williamson Act*, willing landowners commit the parcel for a 10-year period, during which time no conversion out of agricultural use is permitted. In return, the land is subject to a reduced tax rate based on the actual use of the land (i.e., agricultural use), rather than its unrestricted market value.

Farmland Security Zone Act. The *Farmland Security Zone Act*, sometimes referred to as the "Super *Williamson Act* Contracts," is similar to the *Williamson Act* and ensures that long-term farmland preservation is part of public policy in the state. Under the *Farmland Security Zone Act*, a landowner who is already under a *Williamson Act* contract can apply for Farmland Security Zone status by entering into a contract with the county. In return for a further 35 percent reduction in the taxable value of land and growing improvements (this is in addition to the benefits of the *Williamson Act* contract), the property owner promises to not develop the property for nonagricultural uses.

Local Regulations

Napa County General Plan. The county's long-term concern for agriculture land preservation has prompted several goals and policies to ensure a sustainable future for the farming industry. Goals and policies addressing agriculture preservation are outlined in the Agriculture Preservation and Land Use Element (AG/LU) of the General Plan and are outlined below.

Agricultural Preservation and Land Use Goals

Goal AG/LU-5: With municipalities, other governmental units, and the private sector, plan for commercial, industrial, residential, recreational, and public land uses in locations that are compatible with adjacent uses and agriculture.

Agricultural Preservation and Land Use Policies

- Policy AG/LU-9: The County shall evaluate discretionary development projects, re-zonings, and public projects to determine their potential for impacts on farmlands mapped by the State Farmland Mapping and Monitoring Program, while recognizing that the state's farmland terminology and definitions are not always the most relevant to Napa County, and shall avoid converting farmland where feasible. Where conversion of farmlands mapped by the state cannot be avoided, the County shall require long-term preservation of one acre of existing farmland of equal or higher quality for each acre of state-designated farmland that would be converted to non-agricultural uses. This protection may consist of establishment of farmland easements or other similar mechanism, and the farmland to be preserved shall be located within the County and preserved prior to the proposed conversion.

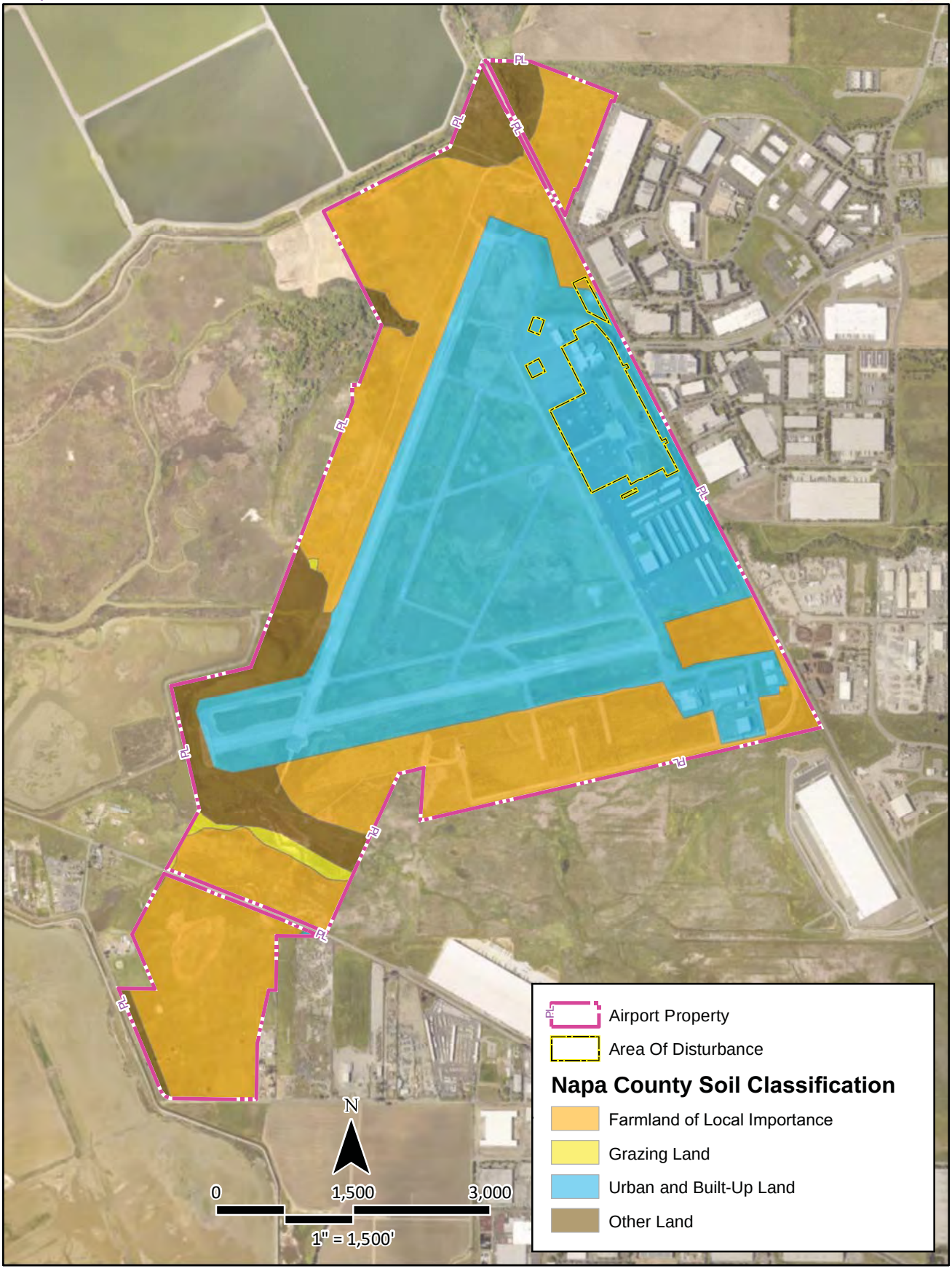
IMPACT ANALYSIS

II.a-e) No Impact. The Proposed Project will not have an impact on existing agricultural land, conflict with a *Williamson Act* contract, result in the loss of forested land, or involve other changes which could adversely affect existing agricultural or forest lands.

The soils in the project area are designated as "prime farmland if irrigated" and "farmland of statewide importance," and are generally described as loam in nature by the United States (U.S.) Department of Agriculture, Natural Resources Conservation Service [USDA-NRCS] Web Soil Survey (USDA-NRCS website

2020). However, the project area is not currently used for agricultural purposes but has historically been part of the airport. The airport is designated as Urban and Built-Up Land on the Napa County Important Farmland map (California Department of Conservation [CDC] 2016) (**Exhibit 11**) and does not abut land devoted to agriculture. Thus, the Proposed Project is consistent with the county's General Plan Goal AG/LU-5 and Policy AG/LU-9.

The project area contains a limited number of non-native trees (i.e., eucalyptus) and will not result in the loss of forest land.



Source: ESRI Basemap Imagery (2018), California Dept. of Conservation.

III. Air Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. **Would the project:**				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under the applicable federal or state ambient air quality standard?	☐	☒	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

REGULATORY SETTING

The airport is located within the San Francisco Bay Area Air Basin (SFBAAB). The following sections provide information regarding the regulatory setting for air quality in the SFBAAB.

Federal Regulations

Clean Air Act (CAA). Title I of the federal *Clean Air Act* charges the U.S. Environmental Protection Agency (EPA) with the responsibility of safeguarding air quality from new or continued deterioration from mobile and stationary sources of air pollutant emissions. To that end, U.S. EPA promulgates and enforces the National Ambient Air Quality Standards (NAAQS).

The NAAQS represent levels of pollutants in the ambient (i.e., "outdoor") air that, when exceeded, cause negative impacts to human health ("primary" NAAQS) and environmental quality ("secondary" NAAQS). U.S. EPA has established NAAQS for the following "criteria" pollutants: carbon monoxide (CO), nitrogen dioxide (NO_2), particulate matter (PM), ozone (O_3), sulfur dioxide (SO_2), and lead (Pb). Notably, there are two sizes of regulated PM - PM measuring 10 micrometers or less in diameter (PM_{10}) and particulate matter measuring 2.5 micrometers or less in diameter ($PM_{2.5}$).

An area with ambient air concentrations exceeding the NAAQS for a criteria pollutant is said to be in "nonattainment" for the pollutant's NAAQS, while an area where ambient concentrations are below the

NAAQS is considered in "attainment." U.S. EPA requires areas designated as nonattainment to demonstrate how they would attain the NAAQS by an established deadline. To accomplish this, states prepare State Implementation Plans (SIPs). SIPs are typically a comprehensive set of reduction strategies and emissions budgets designed to bring an area into attainment.

State Regulations

California Clean Air Act (CCAA). Due to regional air quality concerns, individual states have the authority to adopt air quality standards that are more stringent than the NAAQS. Pursuant to requirements of CEQA and the CCAA, the California Air Resources Board (CARB) established the California Ambient Air Quality Standards (CAAQS). The CAAQS have more stringent standards for each of the U.S. EPA criteria pollutants mentioned above. The CAAQS also includes requirements for visibility-reducing particles, sulfates, hydrogen sulfide, and vinyl chloride. The SFBAAB is a non-attainment area for O_3 (for both state and federal standards), PM_{10} (federal standards only), and $PM_{2.5}$ (both state and federal standards) (CARB website 2019b).

CARB authors and enforces air quality regulations and programs on mobile and stationary sources of air emissions within the state. Thus, it is within CARB's jurisdiction to enforce the following state-level air quality regulations, initiatives, and programs potentially pertinent to the Proposed Project:

- CCR, Title 13, Division 3, Chapter 9, Article 4.8, §2449(d)(3). Off-road equipment engines are not to idle for longer than five minutes (with exemptions).

- CCR, Title 13, Division 3, Chapter 10, Article 1, §2485. On-road vehicles with a gross vehicular weight rating of 10,000 pounds or more are not to idle for longer than five minutes at any location (with exemptions).

Additionally, in August 1998, CARB identified particular emissions from diesel-fueled engines as a toxic air contaminant (TAC). TACs are pollutants that are associated with acute, chronic, or carcinogenic effects, but for which no NAAQS or CAAQS have been established. TAC impacts are evaluated by determining if a specific chemical poses a significant risk to human health and, if so, under what circumstances. In 2000, CARB published the *Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles* (CARB 2000b) and the *Risk Management Guidance for the Permitting of New Stationary Diesel-Fueled Engines* (CARB 2000a). These documents represent proposals to reduce diesel particulate matter (DPM) emissions, with the goal being to reduce emissions and the associated health risk by 85 percent in 2020. The programs aim to require the use of state-of-the-art catalyzed diesel particulate filters and ultra-low-sulfur diesel fuel.

Regional and Local Regulations

Bay Area Air Quality Management District. Napa County is part of the Bay Area Air Quality Management District (BAAQMD). The BAAQMD is tasked with regulating stationary sources of air pollution in the nine-county area surrounding the San Francisco Bay area. In 2017, BAAQMD published *Spare the Air, Cool the Climate* (SACC), a clean air and climate protection plan outlining standards and goals for air quality

attainment for the Bay Area (BAAQMD 2017b). The plan provides a regional strategy to protect the public health and the climate and identify how the district will continue the progress towards attaining all state and federal air quality standards to eliminate health risk from exposure to air pollution within the San Francisco Bay area. **Table 7** outlines the national, state, and regional air quality attainment standards.

TABLE 7
Air Pollutant Standards and Attainment

Pollutant (Averaging Time)	National Standards	California Standards	Bay Area Attainment Design Value[a, b]	Attainment Status	
				Federal	State
O_3 (1-hour)	None	0.09 ppm	0.10 ppm (California)	N/A	N
O_3 (8-hour)	0.070 ppm	0.09 ppm	0.073 ppm	N	N
CO (1-hour)	35 ppm	20 ppm	3.8 ppm	A	A
CO (8-hour)	9 ppm	9.0 ppm	2.0 ppm	A	A
$PM_{2.5}$ (24-hour)	35 µg/m^3	None	30 µg/m^3	N	N/A
$PM_{2.5}$ (Annual)	12 µg/m^3	12 µg/m^3	11.4 µg/m^3	A	N
PM_{10} (24-hour)	150 µg/m^3	50 µg/m^3	58 µg/m^3	U	N
PM_{10} (Annual)	None	20 µg/m^3	22 µg/m^3 (California)	N/A	N
SO_2 (1-hour)	75 ppb	0.25 ppm	14 ppb	U	A
SO_2 (24-hour)	0.14 ppm	0.04 ppm	< 0.01 ppm	A	A
NO_2 (Annual)	53 ppb	0.030 ppm	0.018 ppm	A	A
NO_2 (1-hour)	100 ppb	0.18 ppm	57 ppm	U	A
Pb (3-month rolling avg)	0.15 µg/m^3	None	< 0.01 µg/m^3	A	N/A

Sources: BAAQMD 2017b, Table 2-2; CARB website 2019a; U.S. EPA website 2020b

[a] The attainment design value is a statistic based on the monitored conditions that can be compared with the corresponding standards and are computed on a site-by-site basis. The standard is violated if the design value exceeds the standard.

[b] Attainment design values relative to the NAAQS are shown unless indicated as (California).

N/A = Attainment status is not applicable due to the lack of established standard level of criteria pollutant.

A = Attainment; N = Nonattainment; U = unclassified

ppm = parts per million; ppb = parts per billion; µg/m^3 = micrograms per cubic meter

Construction thresholds established by BAAQMD for criteria pollutants are outlined in **Table 8**. BAAQMD has established thresholds for reactive organic compounds (ROGs), nitrous oxides (NO_x), and particulate matter (PM_{10} and $PM_{2.5}$). No thresholds have been established for CO or SO_2. To address fugitive dust, BAAQMD recommends employing best management practices (BMPs) established by the U.S. EPA.

TABLE 8
BAAQMD Construction-Related Criteria Pollutant Thresholds

	ROG	NO_x	CO	SO_2	PM_{10} (exhaust)	$PM_{2.5}$ (exhaust)	PM_{10} and $PM_{2.5}$ (fugitive dust)
Pounds per Day	54	54	N/A	N/A	82	54	None - Implement best management practices

Source: BAAQMD 2017a (Table 2.1)
N/A = not applicable; a threshold has not been established by BAAQMD

Operation-related thresholds for criteria pollutants are shown in **Table 9**. BAAQMD establishes both a daily threshold and an annual threshold for operations which projects are required to meet. No operational-related thresholds have been established for CO or SO_2 nor are there operational thresholds for fugitive dust.

TABLE 9
BAAQMD Operation-Related Criteria Pollutant Thresholds

	ROG	NO_x	CO	SO_2	PM_{10} (exhaust)	$PM_{2.5}$ (exhaust)	PM_{10} and $PM_{2.5}$ (fugitive dust)
Pounds per Day	54	54	N/A	N/A	82	54	None - Implement best management practices
Tons per Year	10	10	N/A	N/A	15	10	None

Source: BAAQMD 2017a (Table 2.1)
N/A = not applicable; a threshold has not been established by BAAQMD

According to the BAAQMD CEQA Guidelines, the threshold of significance for odors is five confirmed complaints received per year averaged over three years (BAAQMD 2017a, Table 2.1).

The goals of the BAAQMD SACC plan focus on protecting public health and the climate. (See Section VIII, Greenhouse Gases for a discussion of climate goals.) Napa County generally follows air quality standards adopted by BAAQMD (Napa County website 2020a).

Napa County General Plan. The General Plan for Napa County addresses one specific air quality issue in the Community Character Element of the plan under the subheading "Odors." However, in the introduction discussion to the odor policies, it clarifies that air quality districts regulate certain concentrations of the chemicals which result in odors almost universally considered bad, such as landfills, wastewater treatment ponds, or large agricultural composting areas (Napa County 2008, Community Character Element, page CC-15). The airport does not contain these types of land uses.

Other applicable air quality policies are in the Conservation (CON) Element of the county's General Plan.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-81: The County shall require dust control measures to be applied to construction projects consistent with measures recommended for use by the BAAQMD.

- Policy CON-85: The County shall utilize construction emission control measures required by CARB or BAAQMD that are appropriate for the specifics of the project (e.g., length of time of construction and distance from sensitive receptors). These measures shall be made conditions of approval and/or adopted as mitigation to ensure implementation.

IMPACT ANALYSIS

III.a) Less Than Significant Impact. The Proposed Project will continue as the existing land use (i.e., Napa County Airport). The proposed redevelopment does not change the overall purpose or use of the airport, is consistent with existing applicable zoning, and will not be inconsistent with or obstruct implementation of any applicable air quality plans for the region.

III.a-b) Less Than Significant with Mitigation Incorporated. The Proposed Project will have minimal long-term impacts on air quality. The Proposed Project involves demolishing or relocating multiple airport structures and constructing FBO development area buildings, a parking lot, and a minor realignment of Airport Road. The total timeframe for construction of the Proposed Project is about 20 months.

Temporary Construction Emissions. During construction, equipment used for the demolition of existing facilities and construction of the Proposed Project will temporarily increase emissions in the vicinity of the airport. To quantify air pollutant emissions from the construction activity, an emissions inventory of criteria pollutants was prepared using the California Emissions Estimator Model (CalEEMod) version 2016.3.2 (California Air Pollution Control Officers Association [CAPCOA] 2017). The CalEEMod software, published by the CAPCOA in collaboration with various California air districts, estimates on-road vehicle emissions, such as those from dump trucks or light-duty work trucks, and off-road vehicle emissions, such as heavy construction equipment. The modeling results also include emissions resulting from earth-moving (e.g., grading and site preparation) and paving. CalEEMod accounts for worker trips, haul trips, equipment activity, disturbed ground surface area, and material quantities are based on estimates (where available). CalEEMod includes emissions factors that are adjusted to local climatic conditions in the region overseen by BAAQMD. Each phase of the project was modeled individually, based on its description, timeframe, and duration.

The proposed airport redevelopment involves specific airport-related uses, which do not correspond with default land uses available in the CalEEMod software. Therefore, CalEEMod land uses which are generally similar to the various parts of the project were selected for the modeling effort, i.e., emissions modeling for the FBO terminal buildings and the maintenance/operations building was divided into two general land uses:[9] "Light Industrial" and "Quality Restaurant." No modeling was undertaken for those

[9] Light industrial land use, as defined in the CalEEMod user's guide (California Air Pollution Control Officer Association *CalEEMod User's Guide*, Table 1 (November 2017), http://www.caleemod.com/) is a free-standing facility generally dedicated to a single use with an emphasis on other activities other than manufacturing and generally have minimal office space. Typical activities that occur within a hangar are aircraft repair and maintenance or aircraft storage. However, the number of people which work at an FBO are generally less than a typical light industrial land use, and much of an FBOs activity is related to aircraft operations, rather than vehicular traffic. Therefore, the modeling for emissions assumed that only 50 percent of the default vehicular trips for a light industrial or "quality" restaurant land use will occur as a result of the Proposed Project.

land uses that will be relocated within the airport property (i.e., the electric vault, beacon, and fueling island).

Table 10 summarizes the emissions inventory results for the construction phases of the Proposed Project against applicable thresholds of BAAQMD. During construction year 2022, the Proposed Project's construction activity will approach BAAQMD thresholds of significance for ROG. Due to the margin of error within the model, mitigation is recommended for the Proposed Project to ensure that construction emissions remain under the applicable thresholds (see discussion below). **Table 10** shows the unmitigated and mitigated results of the analysis. The full results of the CalEEMod modeling completed for the Proposed Project are on file at the airport.

TABLE 10
Estimated Project Construction-Related Emissions vs. BAAQMD Thresholds (Pounds per Day)

	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
BAAQMD Thresholds	***54***	***54***	***N/A***	***N/A***	***82***	***54***
Year 2021						
Without Mitigation	4.2	49.0	23.4	0.1	20.9	12.0
With Mitigation	4.2	49.0	23.4	0.1	20.9	12.0
Exceed Thresholds?	**NO**	**NO**	**N/A**	**N/A**	**NO**	**NO**
Year 2022						
Without Mitigation	**53.0**	21.3	21.2	0.1	2.3	1.2
With Mitigation	12.2	21.3	21.2	0.05	2.3	1.2
Exceed Thresholds?	**NO**	**NO**	**N/A**	**N/A**	**NO**	**NO**
Year 2023						
Without Mitigation	11.7	37.8	21.6	0.1	20.7	11.5
With Mitigation	11.7	37.8	21.6	0.1	20.7	11.5
Exceed Thresholds?	**NO**	**NO**	**N/A**	**N/A**	**NO**	**NO**

Sources: BAAQMD 2017a; CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis)
BAAQMD = Bay Area Air Quality Management District
N/A = not applicable
Bolded value represents a criteria pollutant where the unmitigated scenario would approach BAAQMD thresholds.

Based on the CalEEMod modeling run that included the mitigation, construction emissions will be Less than Significant with Mitigation Incorporated (**Table 10**). BMPs required for PM_{10} as standard practice were also included as mitigation in the mitigated CalEEMod modeling run.

Construction-Related Mitigation Measures

The following measures required or recommended by BAAQMD and/or CARB will be required for the Proposed Project:

AQ-1: To avoid exceeding the BAAQMD threshold for ROGs (54 pounds per day), low-volatile organic compound (VOC) paint and interior building materials shall be used during the painting/finishing phase of the Proposed Project. Per BAAQMD recommendations, such measures include using low-VOC interior paint (VOC level of 50 grams per liter [g/L] or less) and using low-VOC or recycled materials for interior finishes.

AQ-2: BMPs recommended by BAAQMD (per U.S. EPA) to reduce fugitive dust emissions shall be implemented:

- **Soil stabilization shall occur by applying water for a short-term solution or applying dust suppressants or vegetative cover for a long-term solution;**
- **Carryout and takeover materials (such as dirt/demolition spoils and other construction waste which fall from trucks onto roads) shall be cleaned daily and immediately if material spills occur more than 50 ft from the exit point of the project site. Appropriate clean-up methods require the complete removal and cleanup of mud and dirt from the paved surfaces and shoulders;**
- **Dust control for unpaved vehicle and equipment traffic areas and speed limit signs to 15 miles per hour (mph) or less shall be posted every 500 ft; and**
- **Recordkeeping shall be used to document compliance with the rules and notate all dust control measures utilized on-site. Records are to be kept for one year following the end of "dust-generating" activities.**

AQ-3: Regulations outlined in the CARB handbook *In-Use Off-Road Diesel-Fueled Fleets Regulations* (2016), which applies to all self-propelled off-road vehicles that are 25 horsepower (hp) or more as well as most two-engine vehicles, shall be required. The purpose of this regulation is to reduce emissions of NO_x and particulate matter by:

- **Limiting unnecessary idling of vehicles to five minutes;**
- **Requiring all vehicles to be reported to CARB and labeled;**
- **Restrictions on adding vehicles older than January 1, 2004, to the fleet; and**
- **Requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing Verified Diesel Emission Control Strategies, such as exhaust retrofits.**

Long-Term Operational Emissions. In addition to calculating construction emissions for the Proposed Project, CalEEMod was used to estimate net operational emissions that could result from the new buildings' and apron's ongoing electrical demand and vehicular emissions (**Table 11**). For example, operational emissions from electrical needs of lighting and climate control will result from FBO operations. Operational emissions are expected from electrical needs for lighting the parking lot. Some emissions are also expected due to vehicular traffic generated by additional employees or deliveries. Thus, operational emissions associated with the Proposed Project include area emissions (landscaping, maintenance coating, consumer products), vehicular and aircraft emissions, and energy emissions (natural gas, utilities).

TABLE 11
Estimated Project Non-Aircraft Operational Emissions - Pounds per Day

	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Redevelopment Phase (operational 2022)	3.1	4.2	7.8	0.0[a]	2.2	0.6
Apron Reconstruction (operational 2023)	0.3	0.0[a]	0.1	0.0	0.0[a]	0.0[a]
Full Buildout Total	***3.4***	***4.2***	***7.9***	***0.0***	***2.2***	***0.6***

Sources: CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis)
[a] Since the value is less than 0.05, it rounds to 0.0.
BAAQMD = Bay Area Air Quality Management District

The Aviation Environmental Design Tool (AEDT), which is FAA's preferred method of calculating aircraft operational emissions inventories for airport and related aviation projects, was used to estimate aircraft emissions that are anticipated to occur due to the Proposed Project. The software provides noise characteristics, standard flight profiles, and manufacturer-supplied flight procedures for aircraft within the U.S. civil and military fleets, including those which commonly operate at Napa County Airport. As each aircraft has different design and operating characteristics (number and type of engines, weight, and thrust levels), each aircraft emits different pollutant emission levels. **Table 12** summarizes the aircraft-related operational emissions calculated for the Proposed Project. As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase is the emissions directly associated with additional aircraft that could be accommodated by the Proposed Project.

TABLE 12
Estimated Project Aircraft Operational Emissions – Pounds per Day

	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Existing Condition (2020)	15.2	36.4	676.5	5.2	2.2	2.2
Future with Proposed Project (2023)	16.0	40.3	673.6	5.7	2.4	2.4
Net Change in Aircraft Emissions[a]	***0.8***	***3.9***	***- 2.9***[b]	***0.5***	***0.2***	***0.2***

Source: AEDT (Coffman Associates, Inc. analysis)
[a] As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase isolates those emissions directly associated with the Proposed Project.
[b] The reduction of CO emissions is due to the change of fleet mix assumed, which will include newer, cleaner technology as older aircraft are retired or replaced.

Table 13 combines the net increase in aircraft operational emissions anticipated due to the Proposed Project (**Table 12**) with the non-aircraft related operational emissions identified in **Table 11**. These two values (net aircraft emissions and other operational emissions) comprise the total Proposed Project operational emissions for comparison to the BAAQMD thresholds.[10] As shown in the table, based on the results of the air pollutant emissions modeling, all operational emissions will be well below the BAAQMD thresholds. Operational air quality impacts of the Proposed Project are Less than Significant, and no mitigation measures are necessary.

[10] As discussed previously in Footnote, 6, the light industrial land use in CalEEMod overstates the number of vehicular trips since the model assumes every person that comes to that land use will use a mode of surface transportation (i.e. car or truck). However, due to the nature of the overall land use of the airport, some trips to the Proposed Project will be by aircraft, which is included in the AEDT model.

TABLE 13
Total Net Operational Emissions – Pounds per Day

Pollutant	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
BAAQMD Thresholds	***54***	***54***	***N/A***	***N/A***	***82***	***54***
Proposed Project Other Operational Emissions (area, vehicular, and energy)	3.4	4.2	7.9	0.0[a]	2.2	0.6
Proposed Project Aircraft Net Emissions[b]	0.8	3.9	-2.9[c]	0.5	0.2	0.2
Total Proposed Project Operational Emissions	**4.2**	**8.1**	**5.0**	**0.5**	**2.4**	**0.8**
Exceeds Threshold	***NO***	***NO***	***N/A***	***N/A***	***NO***	***NO***

Source: AEDT (Coffman Associates, Inc. analysis)

[a] Since the value is less than 0.05, it rounds to 0.0.

[b] As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase isolates those emissions directly associated with the Proposed Project.

[c] The reduction of CO emissions is due to the change of fleet mix assumed, which will include newer, cleaner technology as older aircraft are retired or replaced.

N/A = not applicable

III.c and d) Less Than Significant Impact. Sensitive receptors to substantial pollutant concentrations or other emissions, such as odors, are defined by CARB as residential uses, education facilities, daycares, hospitals, elderly housing, and convalescent care facilities (CARB website 2019d). There are no existing residential uses in proximity to the airport. The closest residence is approximately one mile from the airport. Schools (Napa Valley College, Napa Valley Montessori, and Napa Junction Magnet Elementary School) and a childcare facility (Child Start) are located more than 0.25 mile away. This includes the Napa Valley College, which is the closest sensitive receptor and has a satellite campus northeast of the airport but is approximately 2,000 ft (0.37 mile) from the project site. In addition, based on a Google Earth image analysis, there are no other sensitive receptors, such as hospitals or assisted living facilities, near the airport.

The Proposed Project will not involve the type of odor-producing land uses listed in the BAAQMD CEQA Guidelines (Section 3.4 - Odor Impacts, Table 3-3). The airport has not received five confirmed odor complaints per year averaged over the past three years.

IV. Biological Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Regulatory Setting

Federal Regulations

Federal *Endangered Species Act of 1973* (FESA). The FESA provides legislation to protect federally listed plant and animal species and requires that the responsible agency or individual consult with the U.S. Fish and Wildlife Service (USFWS) to determine the extent of impact to a particular species. If USFWS determines that impacts to a species would likely occur, alternatives and measures to avoid or reduce impacts must be identified. The USFWS also regulates activities conducted in federal critical habitat, which are

geographic units designated as areas that support primary habitat constituent elements for listed species.

Bald and Golden Eagle Protection Act of 1940 (BGEPA). The BGEPA (16 United States Code [USC] 668) prohibits taking, possession, and commerce of bald eagles (*Haliaeetus leucocephalus*) and golden eagles (*Aquila chrysaetos*) or any part, nest, or eggs without a permit issued by the Secretary of the Interior. "Take" is defined as to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, or disturb.[11]

Migratory Bird Treaty Act of 1918 (MBTA). The MBTA protects all migratory birds, including their eggs, nest, and feathers, and is also enforced by USFWS. Birds protected by the MBTA are identified in the Federal Register (50 CFR 10.13, November 1, 2013).

Section 404 of the *Clean Water Act of 1997* (CWA). The U.S. Army Corps of Engineers (USACE) regulates discharges of dredged or fill material into "waters of the U.S." These waters include wetland and non-wetland water bodies that meet specific criteria. Under Section 404 of the CWA, USACE regulates traditional navigable waters, wetlands adjacent to traditional navigable waters, relatively permanent non-navigable tributaries that have a continuous flow at least seasonally (typically three months), and wetlands that directly about relatively permanent tributaries.

State Regulations

California Endangered Species Act of 1970 (CESA). The CESA ensures legal protection for plants listed as rare or endangered and species of wildlife formally listed as endangered or threatened by the state. The CESA definition of "take" is interpreted to be the direct injury or mortality to individuals of a CESA-listed species. The state law also lists California Species of Special Concern (SSC) based on limited distribution, declining populations, diminishing habitat, or unusual scientific, recreational, or educational value.

California Fish and Game Code. The California Fish and Game Code (FGC) has numerous regulations to protect biological resources. FGC §3503/3503.5 – Protections of Bird's Nests includes provisions to protect the nests and eggs of birds. Section 3503 (3503.5 for raptors specifically) states: "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In addition to FGC §3503, Assembly Bill (AB) 454 was signed into law September 27, 2019.[12]

[11] "Disturb" is defined in 50 CFR 22.3 as the act of agitating or bothering a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, the following: 1) injury to an eagle; 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior; or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or shelter behavior. Furthermore, "disturb" also includes impacts that result from human-induced alterations occurring near a nest site, which was used previously by eagles, during a time when eagles are absent from the area, and if, when the eagle returns, these alterations agitate or bother an eagle to the extent that it interferes with or interrupts normal breeding, feeding, or sheltering habits, and cause injury, death, or nest abandonment.

[12] AB 454 amends, repeals, and adds FGC §3513, to be known as the "*California Migratory Bird Protection Act*." FGC §3513 states, "*It is unlawful to take or possess any migratory nongame bird as designated in the federal Migratory Bird Treaty Act (16 U.S.C. Sec. 703 et seq.) before January 1, 2017, any additional migratory nongame bird that may be designated in that federal act after that date….*" FGC §3513 ensures that California can continue to protect migratory birds, regardless of rollbacks in the federal MBTA. FGC §3513 will become inoperative on January 20, 2025 and repealed January 1, 2026.

FGC §3511 (birds), §4700 (mammals), §5050 (reptiles and amphibians), and §5515 (fish) include provisions to protect Fully Protected species, such as: 1) prohibiting take or possession "at any time" of the species listed in the statute, with few exceptions; 2) stating that "no provision of this code or any other law shall be construed to authorize the issuance of permits or licenses to "take" a species that has been designated as Fully Protected; and 3) stating that no previously issued permits or licenses for take of these species "shall have any force or effect" for authorizing take or possession. The California Department of Fish and Wildlife (CDFW) is unable to authorize incidental take of Fully Protected species when activities are proposed in areas inhabited by those species, unless there is a CDFW-approved Natural Community Conservation Plan (FGC §2835).

The CDFW also manages the *California Native Plant Protection Act of 1977* (NPPA) (FGC §§1900 et seq.), which was enacted to identify, designate, and protect rare plants. In accordance with CDFW guidelines, plant species with California Native Plant Society (CNPS) Ranks 1A, 1B, 2A, 2B, and 3 are considered "rare" under the NPPA. Impacts to plants with these rarity rankings must be fully evaluated under CEQA. Plants with CNPS Rank 4 have limited distributions but are not necessarily eligible for listing. It is recommended that impacts to plants with CNPS Rank 4 also be evaluated per CEQA. Plants listed as Rare under the NPPA are now considered by CDFW to be subject to the CESA take prohibitions and incidental take permit process in accordance with the CCR §796.9.

Pursuant to Division 2, Chapter 6, §§1600–1602 of the FGC, the CDFW regulates all diversions, obstructions, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake, which supports fish or wildlife. The CDFW defines a "stream" (including creeks and rivers) as "a body of water that flows at least periodically or intermittently through a bed or channel having banks and supports fish or other aquatic life. This includes watercourses having surface or subsurface flow that supports or has supported riparian vegetation." The CDFW's definition of "lake" includes "natural lakes or man-made reservoirs." The CDFW jurisdiction within altered or artificial waterways is based upon the value of those waterways to fish and wildlife.

Local Regulations

Napa County General Plan. Habitat and biotic preservation for Napa County is addressed in the Conservation Element of the plan under the subheadings "Natural Resources" and "Water Resources." Napa County is home to varied and diverse habitat which support several threatened and/or endangered species. Due to the unique location and topography of the county, it is one of the 25 most biologically diverse counties in the U.S. and is home to approximately 150 "special-status" species.

Natural Resources Goals

Goal CON-2: Maintain and enhance the existing level of biodiversity.

Goal CON-3: Protect the continued presence of special-status species, including special-status plants, special-status wildlife, and their habitats, and comply with all applicable state, federal, or local laws or regulations.

Goal CON-4: Conserve, protect, and improve plant, wildlife, and fishery habitats for all native species in Napa County.

Goal CON-5: Protect connectivity and continuous habitat areas for wildlife movement.

Natural Resources Policies

- Policy CON-13: The County shall require that all discretionary residential, commercial, industrial, recreational, agricultural, and water development projects consider and address impacts to wildlife habitat and avoid impacts to fisheries and habitat supporting special-status species to the extent feasible. Where impacts to wildlife and special-status species cannot be avoided, projects shall include effective mitigation measures and management plans, including provisions to:

  - Maintain the following essentials for fish and wildlife resources:
    - Sufficient dissolved oxygen in the water.
    - Adequate amounts of proper food.
    - Adequate amounts of feeding, escape, and nesting habitat.
    - Proper temperature through maintenance and enhancement of streamside vegetation, volume of flows, and velocity of water.
  - Ensure that water development projects provide an adequate release flow of water to preserve fish populations.
  - Employ supplemental planting and maintenance of grasses, shrubs and trees of like quality and quantity to provide adequate vegetation cover to enhance water quality, minimize sedimentation and soil transport, and provide adequate shelter and food for wildlife and special-status species and maintain the watersheds, especially stream side areas, in good condition.
  - Provide protection for habitat supporting special-status species through buffering or other means.
  - Provide replacement habitat of like quantity and quality on- or off-site for special-status species to mitigate impacts to special-status species.
  - Enhance existing habitat values, particularly for special-status species, through restoration and replanting of native plant species as part of discretionary permit review and approval.
  - Require temporary or permanent buffers of adequate size (based on the requirements of the subject special-status species) to avoid nest abandonment by birds and raptors associated with construction and site development activities.
  - Demonstrate compliance with applicable provisions and regulations of recovery plans for federally listed species.

- Policy CON-14: To offset possible losses of fishery and riparian habitat due to discretionary development projects, developers shall be responsible for mitigation when avoidance of impacts is determined to be infeasible. Such mitigation measures may include providing and permanently maintaining similar quality and quantity habitat within Napa County, enhancing existing riparian habitat, or paying in-kind funds to an approved fishery and riparian habitat improvement and

acquisition fund. Replacement habitat may occur either on-site or at approved off-site locations, but preference shall be given to on-site replacement.

- Policy CON-16: The County shall require a biological resources evaluation for discretionary projects in areas identified to contain or potentially contain special-status species based upon data provided in the Baseline Data Report (BDR), California Natural Diversity Database (CNDDB), or other technical materials. This evaluation shall be conducted prior to the approval of any earthmoving activities. The County shall also encourage the development of programs to protect special-status species and disseminate updated information to state and federal resource agencies.

Napa County Code – Chapter 18, Conservation Regulations. This section of the Napa County Code is intended to protect the public health, safety and community welfare, preserve the county's natural resources, provide environmental protection to those natural resources (e.g., flora, fauna, and aquatic, and their respective habitat). These regulations apply to all zoning districts in the county. In general, construction of structures, earthmoving activity, grading or removal of vegetation is prohibited within stream setback areas unless specifically permitted.

For intermittent and perennial streams,[13] the minimum stream setback is 35 ft. Additionally, the planning director may require the installation and maintenance of construction fencing or other means of demarcation that protects stream setback areas, wetlands, wildlife corridors, sensitive areas, and other protected features from intrusion or disturbance during land clearing and earth-moving activities.

IMPACT ANALYSIS

IV.a) Less Than Significant Impact. Most of the Proposed Project area is paved or developed with existing buildings. According to the Biological Resource Assessment (BRA) conducted for the Proposed Project (**Appendix B**), the project area does not support sufficient habitat for most state protected special-status species (**Table 14**). No species listed under the FESA have been determined to be present in the project area.

TABLE 14
Special-Status Species
Napa County Airport

Species	Status			Habitat	Potential for Occurrence in the study area
	Federal	State	CNPS		
Plants					
Diablo helianthella (*Helianthella castanaea*)	-	-	1B.2	Broadleafed upland forest; chaparral; cismontane woodland; coastal scrub; riparian woodland; valley and foothill grassland	Unlikely. Occurs in open grasslands, but not observed in any field survey in the Proposed Project area.

[13] An "intermittent stream" is defined as "any natural channel with defined bed and banks containing flowing water or showing evidence of having contained flowing water, such as deposit of rock, sand, gravel, or soil. (*Napa County Code* Chapter 18.1085.030 - Definitions (https://library.municode.com/ca/napa_county/codes/code_of_ordinances?nodeId=TIT18ZO_CH18.108CORE_18.108.030DE)

TABLE 14 (Continued)
Special-Status Species
Napa County Airport

Species	Status			Habitat	Potential for Occurrence in the study area
	Federal	State	CNPS		
Plants (continued)					
Pale yellow hay-field tarplant (*Hemizonia congesta congesta*)	-	-	1B.2	Valley and foothill grassland 0.20 to 560 meters.	Unlikely. Occurs in open grasslands, but not observed in any field survey in the Proposed Project area.
Fragrant fritillary (*Fritillaria liliacea*)	-	-	1B.2	Coastal prairie, coastal scrub; valley and foothill grassland; often serpentinite.	Unlikely. Marginal habitat in grassy areas that are regularly mowed. Not detected during field surveys.
Amphibians					
Foothill yellow-legged frog (*Rana boylii*)	-	CC		Found in partially shaded, shallow streams with rocky substrates. Needs some cobble-sized rocks as substrate for egg-laying. Requires water for 15 weeks for larval transformation.	Unlikely. Very marginal habitat in Fagan Creek. Not observed during field survey.
Reptiles					
Western pond turtle (*Actinemys marmorata*)	-	SSC	-	Inhabits ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. Needs suitable basking sites and upland habitat for egg laying.	Possible. May occur in slow-moving reaches of Fagan Creek. Not observed during the field survey.
Birds					
White-tailed kite (*Elanus leucurus*)	-	CFP	-	Found in lower foothills and valley margins with scattered oaks along river bottomlands or marshes adjacent to oak woodlands. Nests in dense tops.	Unlikely. Marginal nesting habitat among the large trees of Fagan Creek and nearby eucalyptus. Not observed during field survey.
Swainson's hawk (*Buteo swainsoni*)	-	CT	-	Breeds in open area with scattered trees; prefers riparian and sparse oak woodland habitats. Requires nearby grasslands, grain fields, or alfalfa for foraging. Rare breeding species in Central Valley.	Unlikely. Marginal nesting habitat in the taller trees in the Proposed Project study area. Not observed during the field survey.

TABLE 14 (Continued)
Special-Status Species
Napa County Airport

Species	Status			Habitat	Potential for Occurrence in the study area
	Federal	State	CNPS		
Birds (continued)					
Burrowing owl (*Athene cunicularia*)	-	SSC	-	Found in annual grasslands. Nest in burrows dug by small mammals, primarily ground squirrels.	Unlikely. Study area contains marginal habitat. Not observed during field survey.

Source: Salix Consulting, Inc. 2020 (**Appendix B**)
State Protection:
SCC = California Candidate
CFP = California Fully Protected
CT = California Threatened
SSC = California Species of Concern
CNPS = California Native Plant Society (Rank 1B = Rare, Threatened, or Endangered in California)
Definitions for the Potential to Occur:
Possible = marginal to suitable habitat occurs, and the study area occurs within the range of the species.
Unlikely = some habitat may occur, but disturbance may restrict/eliminate the possibility of occurrence. Habitat may be very marginal, or study area is outside range of species.

The Proposed Project area has been previously disturbed, is vegetated with ruderal vegetation, and has only marginal conditions present for one California Species of Concern: the western pond turtle (*Actinemys marmorata*). This species could be present in the slow-moving reaches of Fagan Creek as it generally inhabits ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. However, the western pond turtle was not observed during an April 2020 field visit for the BRA. Although the Proposed Project does not include construction in Fagan Creek and, thus, impacts to the western pond turtle are Less than Significant, avoidance and minimization measures will be incorporated to ensure there will be no impact on the creek's habitat per General Plan Policies CON-13 and CON-14.

Migratory songbirds were observed during the field study in areas adjacent to the Proposed Project site. Such avian species include the red-winged blackbird, Brewer's blackbird, white-crowned sparrow, house finch, American crow, black phoebe, mourning dove, American robin, and the turkey vulture. Additionally, raptors may forage in the ruderal annual grassland of the study area. Near the beacon, tall eucalyptus trees are present which provide roosting habitat. Take permits and/or avoidance measures are required by federal and/or state law (i.e., MBTA and/or the California FGC §3513). Therefore, impacts or migratory birds will be Less than Significant.

Avoidance and Minimization Measures

Although no sensitive species have been identified in the Proposed Project disturbance area and, thus, potential impacts are Less than Significant, the following avoidance and minimization measures will be incorporated, if applicable to the project based on its final design and construction schedule:

- If any disturbance to Fagan Creek becomes necessary, a survey for the western pond turtle will be performed by a qualified biologist prior to any construction activities. If turtles are detected, they will be relocated to a safe reach of the same creek prior to the initiation of construction activity. Replacement habitat of like quantity and quality on- or off-site for the western pond turtle will be provided per General Plan Policies CON-13 and CON-14, if necessary.

- To avoid take under the MBTA and/or California FGC §3513, either a take permit from the USFWS and/or CDFW will be obtained or a pre-construction survey will be conducted, if any tree removal or adjacent construction activity will take place during breeding/nesting season (generally February 1 through August 31). If required, the survey will be undertaken by a qualified biologist no more than 15 days prior to initiation of proposed development activities. If active nests are found on or immediately adjacent to the site, the USFWS and/or CDFW will be contacted to determine appropriate avoidance measures. This would include requiring temporary or permanent buffers of adequate size (based on the requirements of the subject special-status species) to avoid nest abandonment by birds and raptors associated with construction and site development activities per General Plan Policy CON-13.

IV.b and c) Less Than Significant Impact. The Proposed Project will have a Less than Significant impact on riparian habitat and/or state or federally protected wetlands. Based on preliminary drainage design, the Proposed Project area may have up to two outfalls into Fagan Creek and could have minor impacts to the creek corridor and riparian vegetation. However, depending on the final design of the Proposed Project, a Section 404 Permit, a 401 Certification, and/or Lake and Streambed Alteration Agreement (1602) will be required, as appropriate. The regulatory agencies will require avoidance and/or minimization measures to prevent significant impacts from occurring as conditions of the appropriate permit.

IV.d) Less Than Significant Impact. The Proposed Project will not affect native resident or migratory fish or wildlife species or their travel corridors.

IV.e) Less Than Significant Impact. Although the general area around Fagan Creek has slopes under one percent, Napa County's Conservation Regulations may call for a stream setback of 35 ft from the top of bank for construction projects. However, Fagan Creek, which is a perennial stream, is not on the list of creeks requiring setback in the county's *Implementation Guide - Water Quality and Tree Protection Ordinance*. In any case, no proposed development will occur in the 35-ft setback, and any setbacks from Fagan Creek that are mandated by the 2019 Napa County Water Quality and Tree Protection Ordinance (WQTPO) will be incorporated into the project's final design.

The eucalyptus and ornamental trees that will be removed by the Proposed Project are not included in the definition of "vegetation canopy cover" of the WQTPO. According to the WQTPO, "vegetation canopy cover" is defined as the biotic communities classified as oak woodland, riparian oak woodland, or coniferous forest based on the current *Manual of California Vegetation* and as described in the Napa County Baseline Data Report.

The airport is not located in a municipal watershed or in an Agricultural Watershed zoning district.

IV.f) No Impact. The Proposed Project is not located in an adopted conservation plan area.

V. Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

REGULATORY SETTING

A cultural resource may be considered significant at the federal, state, and/or local levels. There are varying criteria to be listed on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR).

Federal Regulations

National Register of Historic Places. The National Park Service administers the NRHP inventory, which is considered "an authoritative guide to be used by federal, state, and local governments, private groups, and citizens to identify the nation's cultural resources and to indicate what properties should be considered for protection from destruction or impairment" (36 CFR §60.2). To be eligible for listing in the NRHP, a resource must be significant in American history, architecture, archaeology, engineering, or culture. Districts, sites, buildings, structures, and objects of potential significance must also possess integrity of location, design, setting, materials, workmanship, feeling, and association.

A property is eligible for the NRHP if it is significant under one or more of the following criteria:

- It is associated with events that have made a significant contribution to the broad patterns of our history (Criterion A);
- It is associated with the lives of persons who are significant in our past (Criterion B);
- It embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction (Criterion C); and/or

- It has yielded, or may be likely to yield, information important in prehistory or history (Criterion D). Ordinarily, cemeteries, birthplaces, or graves of historic figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, and properties that are primarily commemorative in nature are not considered eligible for the NRHP unless they satisfy certain conditions. In general, a resource must be 50 years of age to be considered for the NRHP, unless it satisfies a standard of exceptional importance.

State Regulations

California Register of Historical Resources. Like the NRHP, the CRHR is an authoritative guide intended for use by state and local agencies, private groups, and citizens to identify historical resources, as well as to maintain listings of the state's historic resources and to indicate what properties are to be protected, to the extent prudent and feasible, from material impairment and substantial adverse change. The term "historical resources" includes a resource listed in, or determined to be eligible for listing in, the CRHR; a resource included in a local register of historic resources; and any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant (CEQA Guidelines §15064.5[a]). The criteria for listing properties in the CRHR were expressly developed in accordance with previously established criteria developed for listing in the NRHP.

According to PRC §5024.1(c)(1–4), a resource may be considered historically significant (i.e., it may be listed in the CRHR) if it retains integrity and meets at least one of the following criteria:

- Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage (Criterion 1);

- Is associated with the lives of persons important in our past (Criterion 2);

- Embodies the distinctive characteristics of a type, period, region or method of installation, or represents the work of an important creative individual, or possesses high artistic values (Criterion 3); or

- Has yielded, or may be likely to yield, information important in prehistory or history (Criterion 4).

Under CEQA, if an archaeological site is not a historical resource but meets the definition of a "unique archaeological resource" as defined in PRC §21083.2, then it should be treated in accordance with the provisions of that section. A "unique archaeological resource" is defined as follows:

> An archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

- Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information;

- Has a special and particular quality, such as being the oldest of its type or the best available example of its type; or

- Is directly associated with a scientifically recognized important prehistoric or historic event or person.

Resources that neither meet any of these criteria for listing on the CRHR nor qualify as a "unique archaeological resource" under CEQA PRC §21083.2 are viewed as not significant. Under CEQA, "A non-unique archaeological resource need be given no further consideration, other than the simple recording of its existence by the lead agency if it so elects" (PRC §21083.2[h]).

Local Regulations

Napa County General Plan. The General Plan addresses the cultural and historic resources in the Community Character Element under the subtitle "Cultural and Historic Resources." The General Plan defines cultural resources as "archaeological resources, whether they involve pre-historic or historic sites," while historic resources are "qualifying building and landscape elements, such as walls or bridges."

Cultural Resources Goals

Goal CC-4: Identify and preserve Napa County's irreplaceable cultural and historic resources for present and future generations to appreciate and enjoy.

Cultural Resources Policies

- Policy CC-26.5: When discretionary projects involve potential historic architectural resources, the County shall require an evaluation of the eligibility of the potential resources for inclusion in the NRHP and the CRHR by a qualified architectural historian. When historic architectural resources that are either listed in or determined eligible for inclusion in the NRHP or the CRHR are proposed for demolition or modification, the County shall require an evaluation of the proposal by a qualified preservation architect to determine whether it complies with the Secretary of the Interior's Standards for Preservation Projects. If the proposal is determined not to comply with the Secretary of the Interior's Standards, the preservation architect shall recommend modifications to the project design for consideration by the County and for consideration and possible implementation by the project proponent. These recommendations may include modification of the design, re-use of the structure, or avoidance of the structure.

IMPACT ANALYSIS

V.a) No Impact. What is now known as the Napa County Airport was originally constructed in 1942-1943 as the Napa Flight Strip for use as an emergency landing airfield for military aircraft on training flights.

The main taxiway and primary and crosswind runways were constructed in 1942 with federal funds on land owned by Napa County. In late 1945, after the end of the war, the War Department granted the airfield to Napa County for civil use, establishing the Napa County Airport. Prior to the opening of the airport, a survey and inventory were conducted by the U.S. Army to account for any existing buildings and facilities remaining at the airfield. According to this 1945 inventory, there were no buildings or facilities (no hangars, shops, etc.) or associated structures (such as towers) present at the time (SWCA 2020).

In the last 50 years, the Napa County Airport has consistently undergone repairs, renovations, expansions, and improvements. Most of these consisted of the construction or extension of new hangars, aprons, runways, and taxiways. The most recent renovations to the airport were the 2019 repaving of the runway and re-calibration of the runway call sign, establishing the newer, more accurate magnetic compass (SWCA 2020).

As per Policy CC-26.5 of the *Napa County General Plan*, an intensive-level pedestrian survey of the project area and archival research of eight buildings or structures planned for demolition were conducted by a qualified archaeologist and architectural historian, respectively. Seven of the eight may be at least 45 years of age; the last, No. 28, was constructed in 2004 (**Table 3**). However, neither the airport property as a whole nor the individual buildings appear to be eligible for listing in the NRHP and the CRHR under Criteria A/1, B/2, C/3, and D/4, respectively (SWCA 2020).

V.b-c) Less than Significant Impact. The Proposed Project will occur within developed portions of the existing airport and does not have the potential to cause substantial adverse changes to archaeological resources or human remains. An intensive pedestrian archaeological survey of the project study area was conducted by a qualified archaeologist in May 2020. No archaeological resources were identified within the study area as a result of the pedestrian field survey. In addition, a records search at the Northwest Information Center (NWIC) at Sonoma State University, which is the local California Historical Resources Information System (CHRIS) repository, was conducted. The records search revealed that the entire study area had been previously subjected to cultural resources study and that no previously identified archaeological resources are within the study area (SWCA 2020).

Avoidance and Minimization Measures

Although most of the project site is covered with pavement or structures so the soil under the pavement cannot be inspected for unknown cultural resources, these areas have been previously disturbed by airport development and, thus, significant cultural resources are not anticipated to be impacted. However, per federal and state regulations, the airport will require the contractor to follow standard protocols for the discovery of unanticipated cultural resources, if needed.

- If any buried and/or previously unidentified cultural materials are encountered during project construction, work shall cease immediately at that location and the Airport shall notify both the FAA and the State Historic Preservation Officer as soon as possible to determine an appropriate course of action.

VI. Energy

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Regulatory Setting

State Regulations

State Renewable Energy Goal. In 2002, the state established its Renewables Portfolio Standards (RPS) Program (Senate Bill [SB] 1078), with a goal to increase renewable energy use in the state's electricity mix to 20 percent of retail sales by 2017. Over the years since this RPS Program was put into place, various governors have signed several reiterations and goals. In September 2018, Governor Brown updated the RPS Program requiring 60 percent of retail sales from renewable resources by 2030, and 100 percent by 2045 (SB 100).

Local Regulations

Napa County General Plan. The General Plan addresses energy conservation goals and policies in the Conservation Element under subsection "Climate Protection and Sustainable Practices for Environmental Health Goals and Policies."

Climate Protection and Sustainable Practices for Environmental Health Goals

Goal CON-16: Promote the economic and environmental health of Napa County by conserving energy, increasing the efficiency of energy use, and producing renewable energy locally.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-67: The County shall promote and encourage "green building" design, development, and construction through the achievement of Leadership in Energy and Environmental Design (LEED) standards set by the U.S. Green Building Council, the Green Point Rated system standards set by Builditgreen.org, or equivalent programs. Actions in support of this policy shall include:

  - Audit current County practices to assess opportunities and barriers to implementation of current sustainable practices.
  - Amend the County Code as necessary to remove barriers to and encourage "green" construction.
  - Develop new County buildings as "green buildings," utilizing sustainable construction and practices.
  - Encourage all new large development projects and major renovation of existing facilities to be based on Green Building Council standards utilizing sustainable construction and practices to achieve a minimum LEED rating of Silver, or comparable level on the Green Point Rated system per standards set by Builditgreen.org or other comparable updated rating systems.
  - Support state and federal incentive programs that offer rebates and cost sharing related to the implementation of "green building" standards and LEED certification.

IMPACT ANALYSIS

VI.a-b) Less Than Significant Impact. The Proposed Project will not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation nor will it conflict with or obstruct a state or local plan for renewable energy or energy efficiency. During construction, energy use will result from the operation of on-road and off-road equipment and vehicles. On-road sources of energy consumption include the fuel consumption from: construction workers driving to and from the airport; delivery vehicles transporting materials to and from the airport; earth removal activities both on and off the airport; and construction debris removal (i.e., solid waste hauled off the airport). Off-road sources of energy consumption include the fuel consumption for equipment during each phase of construction.

Construction of each phase will be completed in the most efficient way possible to reduce unnecessary energy consumption. As previously discussed in Section III. Air Quality, *In-Use Off-Road Diesel-Fueled Fleets Regulations* (CARB 2016) applies to all self-propelled off-road vehicles that are 25 hp or more, as well as most two-engine vehicles.

Based on the CalEEMod outputs in the air quality analysis for this IS, the Proposed Project will require an estimated 799,046 kilowatt hours (kWh) per year of electricity and 2,622,065 kilo-British thermal units of natural gas (kBTU) per year once the project is completed and operational (**Table 15**). This estimate is based on the net increase (in square feet) of the new FBO development space and restaurant, and the energy required to light, heat, cool, and provide energy sources for other building functions.

TABLE 15
Estimated Annual Operational Energy Use (without energy efficiency measures)

Project Component	Electricity Use (kWh/yr)	Natural Gas (kBTU/yr)
Redevelopment Phase (operational 2022)	799,046	2,622,065
Apron Reconstruction (operational 2023)	0	0
TOTAL	**799,046**	**2,622,065**

Source: CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis)
kWh/yr = kilowatt hour per year
kBTU/yr = kilo-British thermal unit per year

LEED certification per Policy CON-67 is not typically applied to airport hangars. However, per Goal CON-16, as well as CCR, Title 24, part 11, all new buildings will be constructed to meet the California Green Building Standards Code (CALGreen). CALGreen includes mandatory measures for nonresidential development in a variety of categories, one of which relates to materials conservation and resource efficiency. CCR, Title 24, part 6 building regulations will apply to all new development or redevelopment, including: compliance with American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) 90.1 national standards; efficiency requirements for elevators and digital controls; and energy efficiency measures pertaining to building envelopes, mechanical systems, lighting (indoor, outdoor, and signage), electrical power distribution, and solar readiness.

VII. Geology and Soils

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks of life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐

Regulatory Setting

State Regulations

California Earthquake Hazards Reduction Act. The *California Earthquake Hazards Reduction Act* was enacted to address California's susceptibility to earthquakes through mitigation, preparedness, response,

and recovery. The risk of life and property is especially significant near the San Andreas fault, where rapid growth and population increases have occurred in the state's largest urban centers. Earthquake hazard reduction measures include, but are not limited to, improving design and construction methods and practices, implementing land use and redevelopment planning, and improving emergency response and management systems.

Local Regulations

Napa County General Plan. Seismic and geologic hazards are addressed in the Safety (SAF) Element of the General Plan. The nearest active fault is the West Napa Fault, an Alquist-Priolo fault line. This fault line is oriented in a north/south manner across airport property, starting just north of the airport traversing south into the City of American Canyon.

Per the General Plan, seismic-related concerns (including liquefaction and subsidence) are considered a substantial risk for the airport and the Proposed Project area. The airport and Proposed Project area have the potential to be affected by significant seismic events from the following major regional fault systems:

- West Napa Fault
- Rodgers Creek Fault
- Green Valley Fault
- Northern Hayward Fault
- San Andreas Fault

Applicable goals and policies of the Safety Element include:

Safety Goals

Goal SAF-2: To the extent reasonable, protect residents and businesses in the unincorporated area from hazards created by earthquakes, landslides, and other geologic hazards.

Safety Policies

- Policy SAF-8: Consistent with County ordinances, require a geotechnical study for new projects and modifications of existing projects or structures located in or near known geologic hazard areas, and restrict new development atop or astride identified active seismic faults in order to prevent catastrophic damage caused by movement along the fault. Geologic studies shall identify site design (such as setbacks from active faults and avoidance of on-site soil-geologic conditions that could become unstable or fail during a seismic event) and structural measures to prevent injury, death and catastrophic damage to structures and infrastructure improvements (such as pipelines, roadways and water surface impoundments not subject to regulation by the Division of Safety of Dams of the California Department of Water Resources) from seismic events or failure from other natural circumstances.

Napa County Code – Chapter 18, Conservation Regulations. No earthmoving activity, grading, improvement, or construction of a structure for nonagricultural uses is permitted to start until the Proposed Project complies with the NPDES program. Other factors to consider include:

- The site is to be developed in phases of "workable size" that can be completed in a single construction season.

- Vegetation removal is to be limited to the least amount of vegetation required to accommodate the project, and if in compliance with the NPDES program. No adverse impact to threatened or endangered plant or animal habitats are permitted.

- Temporary vegetative control measures are permitted while permanent vegetation is growing to stabilize the soil.

- When a building permit is required, erosion control measures must be in place prior to the issuance of the permit, and those erosion control measures must be maintained throughout the project.

- Grading and earthmoving activities on slopes greater than five percent are only permitted between April 1 and October 15.

Napa County Operational Area Hazard Mitigation Plan (2013 Update). The *Napa County Operational Area Hazards Mitigation Plan* (NCOAHM) is a multi-jurisdictional plan to reduce and eliminate future loss of life and property which could result from a natural disaster. Originally drafted in 2004, and later updated in 2013, the NCOAHM profiled hazards common to Napa County, and set out how to address, respond, and mitigate them. Such hazards facing the county include flooding, fires, earthquakes, and landslides. The goals of the plan include:

- Protect life and property
- Ensure emergency services are available to respond to disasters
- Increase public awareness and understanding of mitigation efforts
- Protect critical infrastructure and community assets
- Strengthen communication
- Promote resiliency and a sustainable economy

According to the NCOAHM, earthquakes pose a moderate risk to the county. According to the NCOAHM plan, the West Napa Fault line poses the greatest threat to the county. Although the region is susceptible to seismic activity, great efforts have been made over the past 20 years to decrease the likelihood of loss of life and property with actions such as the passing of the Seismic Retrofit Ordinance and 2010 California Uniform Building and Fire Codes.

As of the date of this Initial Study, the NCOAHM is in the process of being updated.

IMPACT ANALYSIS

VII.a-f) Less than Significant Impact. As previously stated, the airport is within a known earthquake active fault zone. According to the California Geological Survey (CDC website 2020), the West Napa Fault is located on airport property and is considered an Alquist-Priolo Special Fault Study zone (**Exhibit 12**). However, the Proposed Project is not located within the West Napa Fault line, and the scope of work for the Proposed Project does not include significant drilling, boring, or blasting which will impact or agitate the fault line. By law, all structures, including FBO buildings and hangars, must be constructed to the appropriate building standards. Thus, Less than Significant impacts related to earthquakes and ground-shaking concerns would occur.

In addition, soil-related issues will be Less than Significant for the following reasons:

- The project area has little risk for soil erosion since the airport is located on moderately level ground. In addition, during construction activities best management practices, such as erosion and sediment control outlined in FAA Advisory Circular (AC) 150/5370-10H, *Standard Specifications for Construction of Airports*, Item C-102, *Temporary Air and Water Pollution, Soil Erosion and Siltation Control* (FAA 2018a), will be implemented.

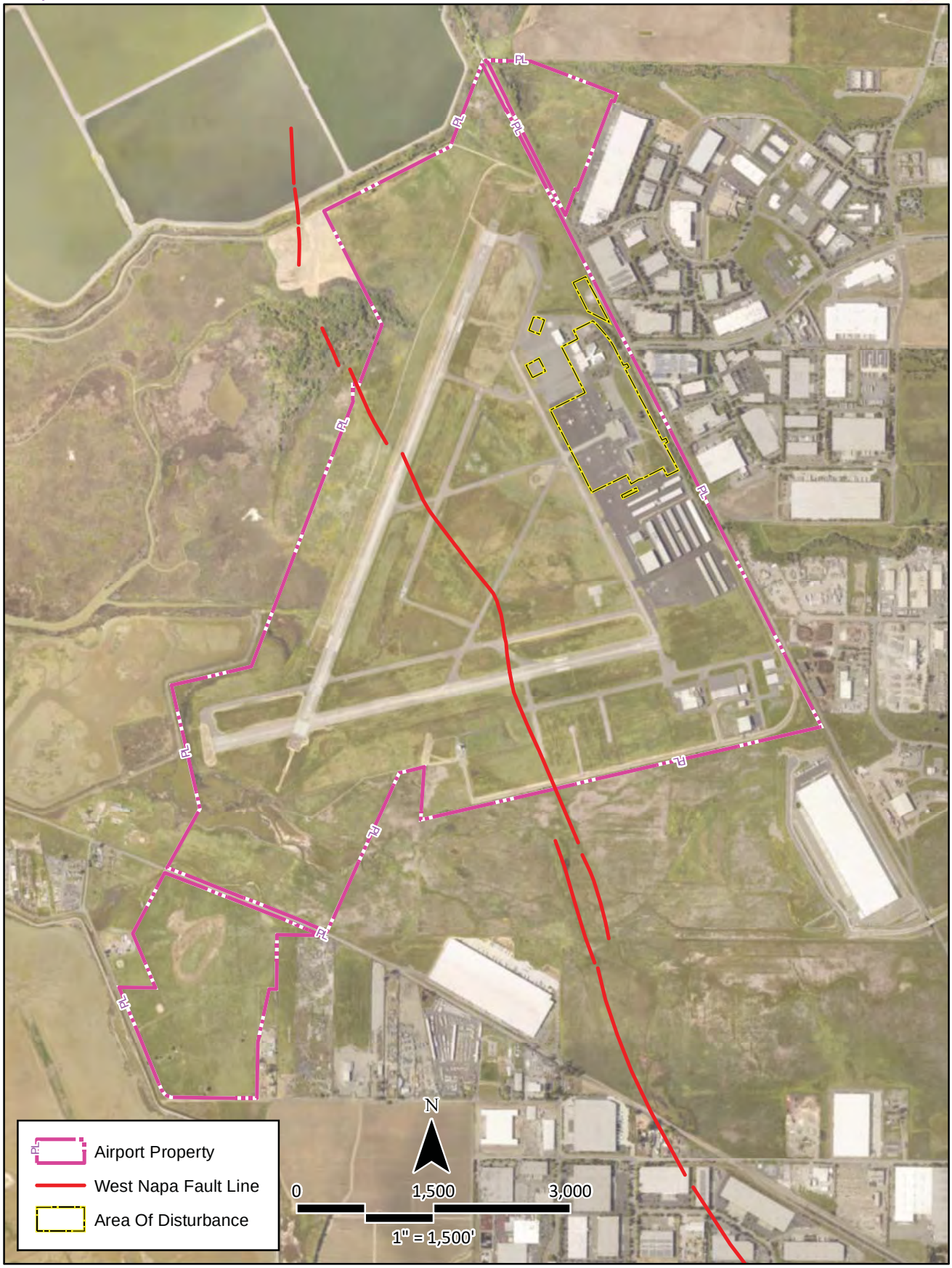
- The project location is not located on unstable soil or soil that will be unstable as a result of the project. The project is located within an existing airfield, in service since the 1940s, which is relatively level.

- The Proposed Project is not located on expansive soil. Soils on airport property are loamy in nature, which is typically well-drained soil and not subject to expansion. According to the USDA-NRCS Web Soil Survey (USDA-NRCS website 2020), loam soil is defined as soil material that is 7 to 27 percent clay particles, 28 to 50 percent silt particles, and less than 52 percent sand particles.

- No septic tanks are proposed with this project.

- This Proposed Project will not affect any unique paleontological resource/site or unique geologic feature. All project areas have been previously disturbed by airport use and construction.

The Proposed Project will comply with General Plan Policy SAF-8 and Chapter 18, “Conservation Regulations.”



Source: ESRI Basemap Imagery (2018), USGS.

VIII. Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Regulatory Setting

Federal Regulations

There are not widely established or readily accepted thresholds of significance for greenhouse gases (GHG) emissions for airport-related projects. As outlined in FAA's *Aviation Emissions and Air Quality Handbook* (FAA 2015: p. 15), "GHG emissions associated with aviation are principally in the form of carbon dioxide (CO_2) and are generated by aircraft, auxiliary power units (APUs), ground service equipment (GSE), motor vehicles, and an assortment of stationary sources. For the most part, CO_2 emissions from these sources arise from the combustion of fossil fuels (e.g., jet fuel, Avgas, diesel, gasoline, compressed natural gas [CNG]) and are emitted as by-products contained in engine exhausts. Other GHGs associated with airport operations include methane (CH_4) and nitrous oxide (N_2O), water vapor (H_2O), soot, and sulfates - but are emitted by airports to a far lesser extent than CO_2. Emissions of HFCs (hydrofluorocarbons), PFCs (perfluorinated chemicals), and SF_6 (sulfur hexafluoride) are commonly linked with refrigeration, air conditioning, and other coolants."

In terms of U.S. contributions, the U.S. Government Accountability Office (GAO) reports that "domestic aviation contributes about 3 percent of total carbon dioxide emissions, according to EPA data," compared with other industrial sources, including the remainder of the transportation sector (20 percent) and power generation (41 percent) (U.S. GAO 2009). The International Civil Aviation Organization (ICAO) also estimates that GHG emissions from aircraft account for roughly three percent of all anthropogenic GHG emissions globally (ICAO 2010).

State Regulations

State GHG Reduction Targets. Executive Order (E.O.) S-3-05, signed on June 1, 2005, established state GHG emissions reduction targets and created a coordination and monitoring process involving the Secretary of the California Environmental Protection Agency (CalEPA) and heads of other state agencies to meet the reduction targets. The identified statewide reduction targets include reducing GHG emissions to 1990 levels by 2020 and reducing GHG emissions to 80 percent below 1990 levels by 2050.

The *California Global Warming Solutions Act of 2006* (AB 32) established a statewide cap on GHG emissions in 2020, based on 1990 levels, to ensure that the provisions of E.O. S-3-05 are met. AB 32 required CARB to prepare a scoping plan to outline an approach to reduce GHG emissions in California to meet this goal. CARB approved the first scoping plan in 2008, which was updated in 2013.

On September 8, 2016, the California Governor signed SB 32 into law, extending AB 32 by requiring the state to further reduce GHGs to 40 percent below 1990 levels by 2030. SB 32 is intended, in part, to put the state on the right track to achieve the 2050 reduction target set forth in E.O. S-3-05. SB 32 requires CARB to develop technologically feasible and cost-effective regulations to achieve the targeted 40 percent GHG emissions reduction.

The *Sustainable Communities and Climate Protection Act of 2008* (SB 375). SB 375 requires CARB to set regional targets for GHG emissions reduction through regional transportation, housing, and land use planning. Under SB 375, in 2010 CARB set GHG reduction targets for 2020 and 2035 for all major California metropolitan areas. In 2018, these reduction targets were updated, but maintained the timeline set in 2010. Each metropolitan region is also required to prepare a Sustainable Communities Strategy (SCS) which incorporates transportation, housing, and land use planning strategies to reduce local GHG emissions. Napa County falls under the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC) regional planning agencies. **Table 16** below highlights CARB's regional planned GHG reduction targets for the San Francisco Bay area (which includes Napa County in its regional reduction targets).[14]

TABLE 16
San Francisco Bay Area Regional Greenhouse Gas Reduction Targets[a]

	2020	2035
MTC/ABAG	-10%	-19%

Source: CARB website 2020c
[a] Target GHG reduction updated as of October 1, 2018
MTC = Metropolitan Transportation Commission
ABAG = Association of Bay Area Governments

California's 2017 Climate Change Scoping Plan: The Strategy for Achieving California's 2030 Greenhouse Gas Target (Scoping Plan). CARB adopted this Scoping Plan in late 2017, which calls for emissions reductions at the state level that meet or exceed the statewide 2030 GHG target, and notes that additional effort will be needed to maintain and continue GHG reductions to meet both the 2030 and long-term (2050) targets. Goals and policies for the transportation sector include transitioning the state's transportation system to one powered by zero emission vehicles and reducing GHGs for all vehicles (light-duty as well as medium- and heavy-duty vehicles). Reductions in vehicle miles traveled (VMT) is to be achieved, in part, by continued implementation of the *Sustainable Communities and Climate Protection Program of 2008* (SB 375) (CARB 2017).

[14] Regional greenhouse gas emissions reduction targets were approved by CARB at the September 23, 2010 and March 22, 2018 Board Hearings (CARB website 2019c).

Regional and Local Regulations

Bay Area Air Quality Management District. In May 2017, the BAAQMD published *CEQA Air Quality Guidelines* (Guidelines) to aid lead agencies to evaluate air quality impacts of their projects and plans within the SFBAAB (BAAQMD 2017a). These Guidelines are in place to provide BAAQMD-recommended procedures to evaluate a CEQA-consistent evaluation of a project's air quality impacts during the environmental review process. (Note: The Guidelines are undergoing revision at this time.)

The current BAAQMD thresholds are outlined in **Table 17**. If a project generates GHG emissions above the threshold level, then the project will be considered to substantially contribute to a cumulative impact and will be deemed significant.

TABLE 17
Greenhouse Gas Thresholds of Significance for Land Use Development
Bay Area Air Quality Management District

Criterial Pollutant on a Project Level	Construction-Related	Operational-Related
GHGs for land use development projects	None	1,100 MT of CO_2e/year

Source: BAAQMD 2017a, Table 2-1.
MT = metric tons
CO_2e = carbon dioxide equivalent

Plan Bay Area 2040. The *Plan Bay Area 2040* (Plan 2040) is the regional response to the state-mandated transportation and regional sustainable community strategy plan (see SB 375 above), drafted in cooperation by the MTC and ABAG. Plan 2040 outlines the long-term GHG reduction strategies set by CARB for the Bay Area metropolitan region. Plan 2040 provides policies to comply with 2010 CARB GHG-reduction targets by reducing per-capita CO_2 emissions by 15 percent from passenger vehicles and light-duty trucks (then-CARB GHG-reduction targets were 7 percent and 15 percent for 2020 and 2035, respectively). While Plan 2040 does not comply with current GHG-reduction targets established by CARB in 2018, an update of the plan (*Plan Bay Area 2050*) is in process by MTC and ABAG to address updated GHG-emission reduction targets and is scheduled to be adopted in 2021.

Vision 2040: Moving Napa Forward. The *Vision 2040: Moving Napa Forward* (Vison 2040) plan is a 25-year transportation planning effort originally approved in 2015. Vision 2040 delineates concerns, goals, and objectives relating to transportation and financially related issues to plan future projects to improve the county transportation system.

SB 375, as previously discussed, requires regional planning agencies to establish procedures to reduce GHG emissions as part of the transportation planning process. The GHG-related goal and supporting objectives outlined in Vision 2040 include:

Goal 5: Minimize the energy and other resources required to move people and goods.

Objectives

1. Prioritize projects that will reduce GHGs.
3. Reduce the growth of automobile vehicle miles traveled (VMT) by shifting trips to other modes.
5. Invest in improvement to the transportation network that serve land use, consistent with SB 375.

Napa County General Plan. The Napa County Planning Department has been under a multi-year, multi-jurisdictional process of drafting a countywide Climate Action Plan (CAP) and has undergone multiple public meetings and revisions. At this time, the county has implemented a Voluntary Best Management Practice Checklist for Development Projects, which aims at lowering GHG during the construction process.

Climate and GHG goals and policies can also be found in the Conservation Element of the General Plan under the subheading of "Climate Protection and Sustainable Practices for Environmental Health Policies."

Climate Protection and Sustainable Practices for Environmental Health Goals

Goal CON-15: Reduce emissions of local greenhouse gases that contribute to climate change.

Goal CON-17: Reduce air pollution and reduce local contributions to regional air quality problems, achieving and maintaining air quality in Napa County which meets or exceeds state and federal standards.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-65: The County shall support efforts to reduce and offset greenhouse gas emissions and strive to maintain and enhance the County's current level of carbon sequestration functions through the following measures:

  - Consider GHG emissions in the review of discretionary projects. Consideration may include an inventory of GHG emissions produced by the traffic expected to be generated by the project, any changes in carbon sequestration capacities caused by the project, and anticipated fuel needs generated by building heating, cooling, lighting systems, manufacturing, or commercial activities on the premises. Projects shall consider methods to reduce GHG emissions and incorporate permanent and verifiable emission offsets.

- Policy CON-77: All new discretionary projects shall be evaluated to determine potential significant project-specific air quality impacts and shall be required to incorporate appropriate design, construction, and operational features to reduce emissions of criteria pollutants regulated by the state and federal governments below the applicable significance standard(s) or implement alternate and equally effective mitigation strategies consistent with BAAQMD's air quality improvement programs to reduce emissions.

IMPACT ANALYSIS

VIII.a) Less Than Significant Impact. The Proposed Project will temporarily generate GHG emissions during the construction phases. Once the Proposed Project is constructed, the generation of project-related GHGs will be associated with utilities needed to operate the FBOs, lighting, and fuel combustion from vehicular or aircraft operations associated with the Proposed Project.

Temporary Construction GHGs. Estimated project construction GHGs have been modeled using CalEE-Mod. The resulting reports are on file with the airport. The information presented in **Table 18** identifies the total project-related GHGs (in metric tons per year [MT/yr]) calculated by CalEEMod for each GHG per calendar year of construction. These amounts are then multiplied by the global warming potential (GWP) for each GHG to determine the final carbon dioxide equivalent (CO_2e) total for that calendar year. (CO_2e factors in the individual GWPs for CO_2, CH_4, and N_2O. This allows the computation of overall global warming impacts by accounting for how much energy the emissions of one ton of a particular gas would absorb over a given period of time compared to the emissions of one ton of CO_2.)

As shown in the table, the first year of construction (2021), which is expected to produce the greatest amount of CO_2e, could result in approximately 390.5 MT of CO_2e. The second year of construction (2022) is anticipated to produce approximately 301.4 MT of CO_2e, followed by an estimated 122.2 MT of CO_2e in the third year of construction (2023). These are temporary GHG impacts. Construction activity is assumed to occur throughout the state and/or individual regions and are not generally included in the overall GHG goals of the state. BAAQMD does not mandate a CO_2e threshold for construction-related activities on land use development projects.

TABLE 18
Estimated Project Construction-Related Greenhouse Gas (GHG) Emissions (Metric Tons per Year)

Phase	CO_2	CH_4	N_2O	Total CO_2e[a]
GWP	**1**	**36**	**298**	
Year 2021				
Airport Redevelopment	383.3	0.1	0.0	
2021 Total CO_2e	***383.3***	***7.2***	***0.0***	***390.5***
Year 2022				
Airport Redevelopment	294.2	0.1	0.0	
2022 Total CO_2e	***294.2***	***7.2***	***0.0***	***301.4***
Year 2023				
Apron Reconstruction	122.2	<0.0	0.0	
2023 Total CO_2e	***122.2***	***0.0***	***0.0***	***122.2***

Source: CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis); U.S. EPA website 2020c
[a] CO_2e totals account for the GWP of each GHG. Final CO_2e numbers may differ slightly from those shown in the reports generated by CalEEMod, due to rounding of numbers.
CO_2e = carbon dioxide equivalent
GWP = global warming potential

Long-Term Operational GHGs. **Table 19** illustrates the total net annual GHG emissions from the project once fully operational. Each phase of the Proposed Project was individually modeled through CalEEMod as it becomes operational. At full buildout, all the individual elements of the project are summed for a total annual GHG emission output for the project.

The Proposed Project's net operational GHG emissions are estimated to be 821.0 MT/yr once the project is completely occupied and functional. However, it should be noted that CalEEMod does not have a land use for general aviation airport FBOs. (See also discussion under Section III, Air Quality.) Therefore, a "Light Industrial" land use was substituted for the airport FBOs and maintenance/operations building in the CalEEMod program. Another 1,100 square feet of "Quality Restaurant" was also included in the model to account for the proposed net increase in this type of land use due to the Proposed Project. While considered acceptable proxies for the energy needs of the new building space (and thus associated GHG emissions), these default CalEEMod land uses are not good proxies for the number of new employees, overall vehicular trips, and associated VMT. Because much of the Proposed Project's activity will occur via aircraft, those mobile GHG sources were modeled separately; the default CalEEMod values for vehicular trips were reduced by 50 percent.

TABLE 19
Estimated Project Non-Aircraft Operational Greenhouse Gas (GHG) Emissions (Metric Tons per Year)

Phase	CO_2	CH_4	N_2O	Total CO_2e[a]
GWP	1	36	298	
Airport Redevelopment (operational 2022)	745.4	2.1	<0.0	
Total CO_2e	***745.4***	***75.6***	***<0.0***	***821.0***
Apron Reconstruction (operational 2023)	<0.0	<0.0	0.0	
Total CO_2e	***<0.0***	***<0.0***	***0.0***	***<0.0***
Proposed Project Total CO_2e	***745.4***	***75.6***	***<0.0***	***821.0***

Source: CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis); U.S. EPA website 2020c
[a] CO_2e totals account for the GWP of each GHG. Final CO_2e numbers may differ slightly from those shown in the reports generated by CalEEMod, due to rounding of numbers.
CO_2e = carbon dioxide equivalent
GWP = global warming potential

Aircraft-Related Operational Emissions. **Table 20** summarizes the operational aircraft-related GHG emissions calculated for the existing condition and a future scenario with the Proposed Project. The AEDT modeling software was employed to determine the GHG output for aircraft operations under existing conditions and in the future with the Proposed Project. (See the discussion under Section III, Air Quality regarding the AEDT model.) As noted in **Table 20**, future aircraft operational GHG emissions with the Proposed Project are estimated to be 2,303.5 CO_2e for a net increase of 201.8 MT/yr.

TABLE 20
Estimated Project Aircraft Operational Greenhouse Gas (GHG) Emissions (Metric Tons per Year)

	CO_2	CH_4	N_2O	Total CO_2e[a]
Existing Condition (2020)	2,101.7	-	-	2,101.7
Future with Proposed Project (2023)	2,303.5	-	-	2,303.5
Net Change in Aircraft GHG Emissions [a]	***201.8***			***201.8***

Sources: AEDT (Coffman Associates, Inc. analysis)
NOTE: AEDT does not calculate CH_4 or N_2O emissions.
[a] As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase isolates those emissions directly associated with the Proposed Project.

Table 21 combines the net increase in aircraft operational GHG emissions anticipated due to the Proposed Project (**Table 20**) with the non-aircraft related net operational emissions identified in **Table 19**. These two values (net aircraft GHG emissions and other operational GHG emissions) are combined for the total Proposed Project operational GHG emissions value for comparison to the BAAQMD thresholds. As shown in the table, based on the results of the GHG emissions modeling, all operational GHG emissions will be below the BAAQMD thresholds. Operational GHG impacts of the Proposed Project are Less than Significant, and no mitigation measures are necessary.

TABLE 21
Total Net Operational Greenhouse Gas (GHG) Emissions (Metric Tons per Year)

Pollutant	CO_2	CH_4	N_2O	Total CO_2e[a]
BAAQMD Thresholds	N/A	N/A	N/A	***1,100***
Proposed Project Other Operational GHG Emissions (area, vehicular, and energy)	745.4	75.6	<0.0	821.0
Proposed Project Aircraft Net GHG Emissions[a]	201.8	--	--	201.8
Total Proposed Project Operational GHG Emissions	**947.2**	**75.6**	<0.0	**1,022.8**
Exceeds Threshold	***N/A***	***N/A***	***N/A***	***NO***

Source: AEDT, CalEEMod version 2016.3.2 (Coffman Associates, Inc. analysis)
[a] As aircraft will continue to operate at the airport with or without the Proposed Project, the net increase isolates those GHG emissions directly associated with the Proposed Project.
N/A = not applicable

VIII.b) Less Than Significant Impact. The Proposed Project will be consistent with the county's General Plan Policy CON-65 to reduce and offset GHG emissions by conducting a review of GHG emissions for all county discretionary projects. The purpose of the Proposed Project is to expand and reconfigure landside facilities and a connected airside aircraft apron area to meet current and forecast needs at the airport and will not introduce a new land use into the county that increases VMT or aircraft operations beyond what has been previously assumed in regional or statewide land use scenarios for purposes of estimating GHGs.

IX. Hazard and Hazardous Materials

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☒

REGULATORY SETTING

Federal Regulations

Clean Air Act (CAA). The air toxin provision of the CAA gives authority to the U.S. EPA to develop and enforce regulations to protect the public health from exposure to airborne contaminants that are known to be hazardous to human health. Per Section 112 of the CAA, U.S. EPA establishes National Emission Standards for Hazardous Air Pollutants (NESHAP), which include both asbestos and lead. These air toxin

regulations specify work practices that must be followed during building demolition and/or renovations. Local regulations, including Napa County Environmental Health Division (lead-based paint) and BAAQMD under Regulation 11 (asbestos), enforce NESHAP.

Toxic Substances Control Act (TSCA). Under TSCA, U.S. EPA has broad authority to issue regulation designed to gather health/safety and exposure information on, require testing of, and control exposure to chemical substances and mixtures. TSCA gives U.S. EPA authority to take specific measures to assess chemical substances and mixtures and protect against unreasonable risks to human health and the environment from existing chemicals. TSCA addresses the production, importation, use, and disposal of specific chemicals, including polychlorinated biphenyls (PCBs), asbestos, radon, and lead-based paint.

Resource Conservation and Recovery Act (RCRA). RCRA protects communities and resource conservation through regulations, guidance, and policies that ensure the safe management and cleanup of solid and hazardous waste, and programs that encourage source reduction and beneficial reuse. RCRA is best known for developing a comprehensive system and federal/state infrastructure to manage hazardous waste from "cradle-to-grave."

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)/Superfund. The CERCLA, also known as Superfund, was passed by Congress in 1980. This law is responsible for cleaning up some of the nation's most contaminated land and responding to environmental emergencies, oil spills, and natural disasters. The Superfund program allows U.S. EPA to clean up contaminated sites and forces parties responsible for the contamination to either perform cleanups or reimburse the government for U.S. EPA-led cleanup work. When there is no definitive responsible party, Superfund gives the U.S. EPA the funding and authority needed to clean up contaminated sites.

State Regulations

Founded in 1991, CalEPA became the single state environmental authority in a single cabinet-level agency under the governor. CalEPA oversees CARB, State Water Resources Control Board (State Water Board) and its regional water quality control boards (RWQCBs), CalRecycle, California Department of Toxic Substance Control (DTSC), Office of Environmental Hazard Assessment, and Department of Pesticide Regulation. These agencies work together for the protection of human health and the environment and to ensure effective use of these resources.

Hazardous Waste Control Law. The California Legislature declared that in order to protect the public health and the environment and to conserve natural resources, it was in the public interest to establish regulations and incentives to ensure that the generators of hazardous waste employ technology and management practices for the safe handling, treatment, recycling, and destruction of their hazardous wastes prior to disposal. Counties are required to prepare solid waste management plans for all waste disposal within each county and for all waste originating in each county, which is administered by a seven-member committee. The *Hazardous Waste Control Law* is similar to RCRA; however, it is more stringent.

Carpenter-Presley-Tanner Hazardous Substance Account Act (HSAA). The intent of the HSAA is to establish a program to provide for response authority for releases of hazardous substances, including spills and hazardous waste disposal sites that pose a threat to the public health or the environment. Similar to the federal Superfund program, HSAA authorizes the state to clean up sites that do not qualify for cleanup under CERCLA. HSAA also provides funding to the state to pay for its required share of CERCLA costs and provides compensation to persons injured by exposure to hazardous substances.

Aboveground Petroleum Storage Act (APSA). APSA (California Public Code 25270) was originally passed in 1989 regulating tank facilities with an aggregate storage capacity of 1,320 gallons or more of petroleum[15] in aboveground storage tanks (ASTs) with an individual tank capacity equal to or greater than 55 gallons. APSA also regulates tank facilities less than 1,320 gallons if underground storage tanks (USTs) are also present with a tank capacity of 55 gallons or more. However, in this circumstance, only the USTs are subject to inspections under APSA.

APSA (as well as federal law [40 CFR Part 112]) requires owners and operators of an AST (or USTs subject to this Act) facility to prepare a spill prevention control and countermeasure (SPCC) plan outlining good engineering practices to prevent petroleum releases. Facilities under the APSA are subject to inspection every three years by the local program agency. In the event of a spill, the owner/operator of the tank facility is required to notify the local program agency within 24 hours of the spill.

Local Regulations

Napa County General Plan. Goals and policies regarding hazardous materials are addressed in the Safety and Conservation Elements of the General Plan. The purpose of this section of the General Plan is to identify the natural and man-made public health and safety hazards that exist within the county, and to establish preventative and responsive objectives and policies to mitigate potential impacts.

Safety Goals

Goal SAF-5: To protect residents and businesses from hazards caused by human activities.

Safety Policies

- Policy SAF-30: Potential hazards resulting from the release of liquids (wine, water, petroleum products, etc.) from the possible rupture or collapse of aboveground tanks should be considered as part of the review and permitting of these projects.

- Policy SAF-31: All development projects proposed on sites that are suspected or known to be contaminated by hazardous materials and/or are identified in a hazardous material/ waste search shall be reviewed, tested, and remediated for potential hazardous materials in accordance with all local, state, and federal regulations.

[15] The APSA defines petroleum products as "crude oil, or a fraction thereof, that is liquid at 60 degrees Fahrenheit and 14.7 pounds per square inch absolute pressure." Examples include crude oil, gasoline, diesel, biofuel blends, motor oil, and use oil. Liquified petroleum gas or propane, liquified natural gas, hot mix asphalt, and asphalt cement do not quality as a petroleum product under the APSA.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-82: The County shall require applicants seeking demolition permits to demonstrate compliance with any applicable BAAQMD requirements, particularly those related to asbestos-containing materials (ACMs) and exposure to lead paint.

IMPACT ANALYSIS

IX.a) Less Than Significant Impact. The Proposed Project will not introduce new, hazardous activity at the airport. Although airport operations may involve the transport of hazardous materials (also called "dangerous goods" by the airline industry) and the use of fuel, oil, and other petroleum-based products, these operations will continue to occur at the airport under established guidelines with or without the Proposed Project.

During the construction phase, the project's staging areas will most likely include the use of ASTs and other temporary facilities to store fuel, oil, and other petroleum-based products. These temporary facilities will be in accordance with applicable rules, regulations, and procedures governing their use. Typical construction BMPs include placing catch basins beneath construction equipment during the fueling process. This measure, as well as other industry standard BMPs, will ensure that potential hazards to the public or the environment through the routine transport, use, or disposal of hazardous materials related to the Proposed Project are Less than Significant.

The relocated self-serve fuel facility on the apron and the expanded fuel farm adjacent to N. Airport Road will require the relocation and/or placement of ASTs. ASTs are subject to routine maintenance and are required to have permanent catchment measures under the tanks to ensure that in the event of a minor spill, the material is temporarily contained until the tank is repaired. The ASTs for the airport are required to comply with FAA AC 150/5230-4B, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports* and California Public Code 25270.

During the building demolition portion of the redevelopment phase, there is the potential for hazardous materials that could be released from demolishing older buildings, such as asbestos or lead-based paint, to become airborne. Any buildings constructed prior to 1978 (the year that lead-based paints were banned) may present the possibility of hazardous materials. However, due to existing regulations, the Proposed Project will be consistent with the county's General Plan Policy CON-82 regarding asbestos-containing material and lead-based paint exposure and Safety Goal SAF-5 and Policies SAF-30 and SAF-31.

Avoidance and Minimization Measures

- The relocated self-serve facility, as well as future expansion of the airport's fuel farm, will be required to implement an appropriate SPCC plan.

- Regulation 11 of BAAQMD will be implemented during demolition of buildings. Regulation 11 outlines the handling and reporting requirements for asbestos.

- Prior to the start of any demolition activities, a lead-based paint/lead containing paint abatement work practice plan will be prepared in compliance with federal, state, and local regulations for any necessary removal and disposal of these materials. The plan must contain the following (CCR, Title 8, § 1532.1[E], Lead – Methods of Compliance):

  - Protective work clothing and equipment;
  - Housekeeping practices;
  - Hygiene facilities, practices, and regulated areas; and
  - Applicable good work practices.

IX.b) No Impact. Potential hazards to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment are addressed by the Napa County Fire Department. The Napa County Fire Department operates a fire station less than one mile from airport and is able to quickly respond if a hazardous materials release occurs. No new hazards will be created as a result of the project.

IX.c) No Impact. No schools are located within 0.25 mile of the project location, which complies with *Napa County General Plan* Goal SAF -5.

IX.d) No Impact. The airport is not located on a site which has been reported for toxic releases, Superfund site, or on the Formerly Used Defense Site (FUDS) (USACE website 2020).

IX.e) Less Than Significant Impact. The Proposed Project will slightly alter the noise contours associated with the airport (see Section XIII, Noise). This minor change will not result in a significant safety hazard for people residing or working within two miles of the airport.

IX.f) No Impact. The Proposed Project will not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan.

IX.g) No Impact. The airport is not located within an area that has a high risk of wildland fires as mapped by the California Department of Forestry and Fire Protection on its Natural Hazard Disclosure Map for Napa County (CAL FIRE website 2020). According to the Napa County Environmental Mapping tool, the closest moderate- to high-risk area for wildland fires is approximately one mile east, across State Highway 29.

X. Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) Impede or redirect flood flows?	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

REGULATORY SETTING

Federal Regulations

Clean Water Act. The primary federal legislation to protect water resources is the CWA, which aims to restore and maintain the chemical, physical, and biological integrity of the nation's waters and to ensure all surface waters are swimmable and fishable. The CWA provides the legal framework for several water

quality regulations, including the NPDES, effluent limitations, water quality standards, pretreatment standards, anti-degradation policy, non-point source discharge programs, and wetlands protection.

Proposed activities are regulated through a permit review process. There are two basic types of NPDES permits: individual and general permits. An individual permit is a permit specifically tailored to an individual facility and would typically be required for point source discharges. A general permit covers multiple facilities within a specific category and may be written to cover categories of point sources that have common elements, such as stormwater sources or facilities that involve similar types of operations.

Section 401 of the CWA and its provisions ensure that federally permitted activities comply with the federal CWA and state water quality laws. Section 401 is implemented through a review process that is conducted by the California State Water Board and is triggered by the Section 404 permitting process.

FAA Advisory Circulars. FAA has established design standards for all drainage facilities located on an airport. These standards, as set forth in AC 150/5320-5D, *Airport Drainage Design,* must be followed for the design and construction of airport surface and subsurface drainage systems. Per FAA drainage design standards, as well as compliance with AC 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*, on-site stormwater is not allowed to be detained on an airport longer than 48 hours. AC 150/5370-10H, Item C-102, specifies BMPs to be implemented during the construction phase of projects to minimize air and water pollution.

State Regulations

Porter-Cologne Water Quality Control Act of 1967 (Porter-Cologne Act). State water resources are protected under the Porter-Cologne Act (Water Code §§13000, et seq.), also known as the California Water Code. This Act establishes the State Water Board and its RWQCBs, which work in concert with U.S. EPA to administer the NPDES permit program, including the regulation of stormwater (Section 402[p]). Under Section 13240 of the Porter-Cologne Act, each RWQCB must formulate and adopt water quality control plans, or basin plans, for all areas within the region. Napa County is in Region 25 - the San Francisco Bay RWQCB. The *Water Quality Control Plan for the San Francisco Bay Basin* (Basin Plan) (revised 2017) discusses how the quality of the surface and ground waters in the San Francisco Bay Region should be managed to provide the highest water quality reasonably possible. The Basin Plan lists the various water uses, and it describes the water quality which must be maintained to allow those uses.

The Porter-Cologne Act requires that a report of waste discharge (ROWD) be filed for any discharge of waste or proposals to discharge waste in any region, other than a community sewer system, which could affect the quality of the "waters of the state." If no potential effect on quality of waters of the state will occur, then no notification is required. However, the San Francisco Bay RWQCB encourages implementation of BMPs similar to those required for NPDES stormwater permits to protect water quality and beneficial uses of local surface water as provided in the Basin Plan.

Sustainable Groundwater Management Act (SGMA). In 2014, the Governor signed into law a three-bill package, composed of AB 1739, SB 1168, and SB 1319, collectively known as the *Sustainable Groundwater Management Act*, or SGMA, which sets the framework for sustainable groundwater management.

SGMA requires governments and local agencies of high and medium priority watersheds to halt over-draft and bring groundwater basins into balanced levels of pumping and recharge. Under SGMA, critical water basins should be sustainable within 20 years of implementing their sustainability plans.

Local Regulations

According to the U.S. EPA's Environmental Justice Screening and Mapping Tool (EJSCREEN), the Napa River, which is directly west of the airport, is listed as an impaired waterbody. Causes of impairment include nutrients, pathogens (in the form of fecal coliform and *Escherichia coli* [*E. coli*]), and sediment. To address pathogen impairment and restore the health of the Napa River, total maximum daily loads (TMDLs) were proposed in a 2008 report from the San Francisco Bay Region of the California Regional Water Quality Control Board, titled *Pathogens in the Napa River Watershed Total Maximum Daily Load*, which proposed implementation measures to restore river health. These measures, which are under the responsibility of different stakeholders, are designed to reduce pathogen loading in the river.

Napa County General Plan. Hydrology and water quality are addressed in several sections of the General Plan, such as the Conservation Element (under the subheading "Water Resources"). Applicable goals and policies regarding hydrology are addressed below.

Water Resource Goals

Goal CON-9: Control urban and rural storm water runoff and related non-point source pollutants, reducing to acceptable levels pollutant discharges from land-based activities throughout the county.

Water Resources Policies

- Policy CON-48: Proposed developments shall implement project-specific sediment and erosion control measures (e.g., erosion control plans and/or stormwater pollution prevention plans) that maintain pre-development sediment erosion conditions or at minimum comply with state water quality pollution control (i.e., Basin Plan) requirements and are protective of the County's sensitive domestic supply watersheds. Technical reports and/or erosion control plans that recommend site-specific erosion control measures shall meet the requirements of the County Code and provide detailed information regarding site-specific geologic, soil, and hydrologic conditions and how the proposed measure will function.

- Policy CON-50: The County will take appropriate steps to protect surface water quality and quantity, including the following:

    - Preserve riparian areas through adequate buffering and pursue retention, maintenance, and enhancement of existing native vegetation along all intermittent and perennial streams through existing stream setbacks in the County's Conservation Regulations.
    - Encourage flood control reduction projects to consider scenic, fish, wildlife, and other environmental benefits when computing costs of alternative methods of flood control.

- The County shall require discretionary projects to meet performance standards designed to ensure peak runoff in 2-, 10-, 50-, and 100-year events following development is not greater than predevelopment conditions.
- In conformance with NPDES requirements, prohibit grading and excavation unless it can be demonstrated that such activities will not result in significant soil erosion, silting of lower slopes or waterways, slide damage, flooding problems, or damage to wildlife and fishery habitats.
- Adopt development standards, in conformance with NPDES Phase II requirements, for post-construction stormwater control.
- Address potential soil erosion by maintaining sections of the County Code that require all construction-related activities to have protective measures in place or installed by the grading deadlines established in the Conservation Regulations. In addition, the County shall ensure enforceable fines are levied upon code violators and shall require violators to perform all necessary remediation activities.
- Encourage management of reservoir outflows (bypass flows) to maintain fish life and riparian (streamside) vegetation.
- Prohibit new septic systems in areas where sewage treatment and disposal systems are available and encourage new sewage treatment and disposal systems in urbanized areas where there is high groundwater recharge potential and existing concentrations of septic systems.

IMPACT ANALYSIS

X.a) Less Than Significant Impact. The airport presently complies with the statewide NPDES Industrial General Permit 2014-0057-DWQ for discharges of stormwater associated with industrial activities. In accordance with the NPDES permit, the airport implements a SWPPP that outlines BMPs, which will be implemented to prevent the discharge of pollutants in stormwater. A NPDES Construction General Permit will also be required from the San Francisco Bay RWQCB since the Proposed Project will involve the disturbance of more than one acre. The Proposed Project will not change the quality of the stormwater (i.e., the type of potential pollutants) generated at the airport since the project does not introduce new types of development.

The Proposed Project will comply with *Napa County General Plan's* Water Resource Goal CON-9 and associated Policies CON-48 and CON-50.

Avoidance and Minimization Measures

The Proposed Project is required by existing regulations to incorporate the following measures to ensure that water quality impacts are Less than Significant:

- Prepare and implement an updated SWPPP to include the additional building and pavement surfaces. BMPs will be implemented to avoid any detrimental water quality impacts to Fagan Creek.

- Prepare and implement a grading/erosion plan and implement BMPs, such as those included in FAA AC 150/5370-10H, Item C-102.

- Comply with Napa County ordinances for all grading, drainage, and construction of improvements.

X.b) No Impact. The Proposed Project is not located within a designated groundwater recharge area nor will the Proposed Project have any adverse impact on a nearby groundwater recharge area.

X.c.i-iii) Less Than Significant Impact. The project site is generally level and mostly covered with impervious surfaces. Substantial siltation or erosion will not occur as a result of the Proposed Project. The Proposed Project will be subject to a construction SWPPP and NPDES Construction General Permit.

Improvements associated with the Proposed Project include incorporating a 1.5 percent slope to ensure runoff is diverted away from the buildings to ensure proper drainage. Based on preliminary project design, the Proposed Project will add approximately 176,600 sf of impervious surface area to the airport, which is equivalent to approximately four acres (Mead and Hunt 2020). The new impervious surface will be comprised of the new apron area, buildings, and parking. Runoff from the new apron (21,500 sf) will drain to the west toward an existing catchment basin.

Stormwater flows from approximately 155,100 sf of new impervious surfaces will be directed towards Fagan Creek as a result of the new hangars and parking (Mead and Hunt 2020). Based on BASMAA requirements, the stormwater will be diverted into bioretention basins adjacent to Airport Road before ultimately draining into Fagan Creek via an 18-inch pipe (see **Exhibit 8**). An approximate 6,400-sf bioretention basin is proposed adjacent to N. Airport Road. Actual size of the bioretention basin will be determined upon final site design. (As required by BASMAA's Post-Construction Manual, the bioretention areas are to be four percent of the overall impervious area.) The Proposed Project will not significantly alter on-site drainage or runoff water quality.

X.c.iv) No Impact. The Proposed Project location will not cause flood waters to be redirected or impeded.

X.d) No Impact. The Proposed Project area is not located in a flood hazard zone, tsunami zone, or seiche zone.

X.e) No Impact. The Proposed Project will not conflict with locally and regionally adopted water quality management plans.

XI. Land Use and Planning

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

REGULATORY SETTING

Local Regulations

Napa County General Plan. There are no specific thresholds for land use in the General Plan. In Agricultural Preservation and Land Element, it is noted that agriculture is anticipated to remain the primary land use in the county with large areas of open space. Residential and employment growth will be concentrated in the five incorporated areas of the county. Land use policies specific to the airport are also found in the General Plan Circulation (CIR) Element. Below are land use goals and policies which specifically address the airport.

Agricultural Preservation and Land Use Goals

Goal AG/LU-7: Plan for demographic changes, environmental or climatic changes, and desired social services when siting public facilities and when considering the design of those facilities.

Agricultural Preservation and Land Use Policies

- Policy AG/LU-38: The Airport Industrial Area Specific Plan (AIASP) was adopted in 1986 to set forth detailed land use and circulation standards, capital improvement requirements, associated financing, and improvement sequencing measures, as well as necessary supporting policies and regulatory procedures for the industrial area near Napa County Airport. The AIASP, as amended, implements the General Plan in the Airport Industrial Area.

- Policy AG/LU-49: The County shall use zoning to ensure that land uses in airport approach zones comply with applicable Airport Land Use Compatibility policies. If necessary, the County shall acquire development rights in airport approach zones. This policy shall apply to the Napa County Airport and Angwin Airport (Parrett Field).

Circulation Element Goals

Goal CIR-3: The County's transportation system shall encompass the use of private vehicles, local and regional transit, paratransit, walking, bicycling, air travel, rail, and water transport.

Circulation Element Policies

- Policy CIR-38: Maintain Napa County Airport as a general aviation facility and avoid land use conflicts via land use compatibility planning and by ensuring appropriate reviews of land use decisions by the Airport Land Use Commission.

- Policy CIR-39: The County supports runway and other technological improvements to Napa County Airport to improve its safety and usefulness as a civil aviation center.

IMPACT ANALYSIS

XI.a-b) No Impact. The Proposed Project will be entirely contained on airport property within the existing terminal, apron, and vehicular parking areas. No encroachment into surrounding communities will occur as a result of the Proposed Project, and no established community near the airport will be divided. Additionally, the Proposed Project will not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The project is consistent with the current land use as an airport. The Proposed Project will comply with the Agricultural Preservation and Land Use Goals and Policies, as well as the Circulation Elements Goals and Policies, outlined above.

XII. Mineral Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒	☐
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☒	☐

REGULATORY SETTING

State Regulations

Surface Mining and Reclamation Act of 1975 (SMARA). SMARA was put in place to classify mineral land to help identify and protect mineral resources within the state subject to urban expansion or other irreversible land uses which would preclude mineral extraction. In 1980, SMARA was amended to include classification of non-urban areas subject to land use threats incompatible with mining activities. Only mineral deposits that meet the marketability criteria (i.e., only those estimated to exceed threshold values of 1998-equivalent dollars) are considered significant.

The establishment of Mineral Resource Zones (MRZs) is based on a geologic appraisal of the mineral resource potential of the land. The appraisal is based on research of geologic and mining-related literature, compilation of geologic maps, and plotting of reported mines and prospects using publications of mine data. Fieldwork is also involved, which includes site investigations of mines and mineral prospects, sampling of rocks for chemical and physical analyses, and petrographic studies, geophysical surveys, and geologic mapping. Field and analytical data are integrated and evaluated for assigning MRZs to areas in accordance with the mineral classification guidelines adopted by the State Mining and Geology Board (SMGB).

Special Report 146 by the CDC Division of Mines and Geology was prepared under SMARA in 1986. Plate 1.2 of the report shows the significant aggregate production operations in the San Francisco-Monterey Bay region, which includes Napa County. In 2005, the *Napa County Baseline Data Report* was prepared, which includes a chapter on Mineral and Rock Resources (Chapter 2) and incorporates the information from Special Report 146 for Napa County. Three principal MRZs were identified for the county, although MRZ maps were not prepared for the entire county. There are currently four active mines which produce construction materials. Two of them are not presently being mined, but only serve as mineral storage areas. The only significant mine in operation in the county is Napa Quarry (Napa County Watershed Information and Conservation Council website 2020).

Local Regulations

Napa County General Plan. Mineral resources are addressed in the Conservation Element of the General Plan under the "Natural Resources" subheading.

Natural Resources Goals

Goal CON-7: Identify and conserve areas containing significant mineral deposits for future use and promote the reasonable, safe, and orderly operation of mining and extraction and management activities, where environmental, aesthetic, and adjacent land use compatibility impacts can be adequately addressed.

IMPACT ANALYSIS

XII.a-b) Less Than Significant Impact. No mining operations or other mineral/gas extraction activities occur on airport property. According to the CDC California Geological Survey (CGS) website (2020) SMARA Panel 146 Plate 3.2, the airport has mineral deposits (sand and gravel – Mineral Resource Zone [MRZ] 3) at the north end of the airport adjacent to the Napa County Sanitation Department filtration ponds. However, this mineral resource is not located within the Proposed Project area. Additionally, a 1987 report addressing the study area (CDC 1987) states that the classification of urban lands in the region is based on the presence or absence of significant sand, gravel, or stone deposits with a value of five million dollars for at least a suitable subbase aggregate. Deposits meeting these requirements are classified as MRZ 2.[16] There are no MRZ 2 classified mineral deposits at the airport.

Although the airport has deposits classified as MRZ 3, the Proposed Project is not located within the deposit range. The Proposed Project will not require an excessive amount of mineral resources for construction above what a normal construction project of this type will need. The Proposed Project will be consistent with the *Napa County General Plan* Natural Resources Goal CON-7.

[16] MRZ 2 is defined as areas that contain identified mineral resources; MRZ 3 is defined as areas of undetermined mineral resource significance (CDC CGS 2020).

XIII. Noise

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generate excessive ground-borne vibration or ground-borne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

Regulatory Setting

Federal Regulations

FAA Environmental Thresholds and Guidelines: Noise. FAA land use compatibility guidance is provided in 14 CFR 150, *Airport Noise Compatibility Planning*. All types of land uses are acceptable in areas below the 65 decibel (dB) Community Noise Equivalent Level (CNEL). Once noise levels meet or exceed 65 CNEL, noise-sensitive land uses are compatible only *if* specified noise level reductions are secured through project design and construction, such as new attic insulation and acoustically rated exterior doors, storm doors, and windows. Above the 65 CNEL threshold, and without measures to reduce noise levels, most developed land uses are generally considered incompatible with airport operations.

State Regulations

State of California Environmental Thresholds and Guidelines: Noise. CCR, Title 21, Division 2.5, Chapter 6, §5006 identifies 65 CNEL as the level of noise acceptable to a reasonable person residing near an airport. This criterion level was chosen for reasonable persons residing in urban residential areas where houses are of typical California construction and may have windows partially open. The regulations also identify the following land uses as incompatible within the 65 CNEL noise contours at designated "noise problem" airports: residences, public and private schools, hospitals and convalescent homes, and churches, synagogues, temples, and other places of worship. The Napa County Airport has not been designated as a "noise problem" airport.

Local Regulations

Napa County General Plan. California Government Code Section 65302(f) requires general plans to contain a Noise Element to identify and quantify potential noise problems and provide effective policies for noise control and mitigation. The Noise Element is intended to establish policies to "minimize the exposure of community residents to excessive noise." The General Plan identifies noise-sensitive land uses as "those in which noise can adversely affect what people are doing on the land." Examples of noise-sensitive land uses are those where people live, sleep, and study. The dominant noise sources in Napa County are mobile transportation sources, such as auto and truck traffic, airplane, or train. Stationary sources of noise include airports, construction sites, or commercial/industrial uses.

In Napa County, noise is addressed in the Community Character Element under the "Noise" subheading. Applicable goals and policies relating to noise include the following:

Noise Goals

Goal CC-8: Place compatible land uses where high noise levels already exist and minimize noise impacts by placing new noise-generating uses in appropriate areas.

Noise Policies

- Policy CC-45: Development in the area covered by any Airport Land Use Compatibility Plan (ALUCP) shall be consistent with the noise levels projected for the airport. Where necessary, noise insulation or other measures shall be included to maintain desired interior noise levels.

- Policy CC-49: Consistent with the County's Noise Ordinance, ensure that reasonable measures are taken such that temporary and intermittent noise associated with construction and other activities does not become intolerable to those in the area. Construction hours shall be limited per the requirements of the Noise Ordinance.

Napa County Code: Title 8 – Health and Safety. The *Napa County Noise Control Regulations* are found in Chapter 8.16 of the County Code (Noise Ordinance), which is intended to abate and control noise within the county. Pursuant to the Noise Ordinance, it is "unlawful for any person to willfully or negligently make or continue, or cause to be made or continued, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes any discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area." (Napa County website 2020b). While the Noise Ordinance does not address airport/aircraft noise, it focuses on construction noise, which applies to the Proposed Project.

According to the Noise Ordinance, to reduce noise impact to surrounding properties, construction is restricted to the timeframe of 7 a.m. to 7 p.m. daily. When technically and economically feasible, construction activities are to be conducted in a manner not to exceed noise levels outlined in **Table 22** below:

TABLE 22
Noise Limits for Construction Activities

	Construction Activity (in decibels [dB])		
	Residential	Commercial	Industrial
Daily 7 a.m. to 7 p.m.	75 dB	80 dB	85 dB
Daily 7 p.m. to 7 a.m.	60 dB	65 dB	70 dB

Source: Napa County 2020b (Chapter 8.16.080 – *Specific Types of Noise Prohibited* - Table 8.16.080)

IMPACT ANALYSIS

XIII.a, c) Less Than Significant Impact.

Temporary Construction Noise. The Proposed Project could potentially have a short-term impact on ambient noise levels in the area due to construction activities. Increased ambient noise levels due to truck traffic, construction equipment, demolition of existing buildings and pavement, and construction of the new structures and pavement will occur temporarily. However, the nearest residence is approximately one mile to the east of the airport, while the nearest schools are more than 0.25 mile away. In addition, the County Code restricts the time when construction can happen on-site, depending on use of the site.

Other ways to minimize ambient noise include:

- Reduce the use of haul roads close to residential areas to mitigate impact of truck noise; and
- Ensure storage areas are away from sensitive land uses.

Both measures have been incorporated into the Proposed Project. The proposed haul route will use existing on-airport service roads and other pavement with off-airport access from Airport Road. The project staging area will be within the airport boundaries and areas of disturbance and will not be in proximity to residential areas or schools.

Once construction is complete, ambient noise levels will return to normal levels associated with the airport. No noise thresholds will be exceeded, and persons residing and working in the area will not be exposed to excessive noise, which complies with General Plan policies regarding airport noise, as previously identified.

Long-Term Operational Noise. FAA's AEDT software was used to estimate aircraft noise that could result from the Proposed Project. To achieve an accurate representation of an airport's noise conditions, the AEDT incorporates a combination of industry standard information and user-supplied inputs specific to the airport. The software provides noise characteristics, standard flight profiles, and manufacturer-supplied flight procedures for aircraft within the U.S. civil and military fleets, including those which commonly operate at Napa County Airport. As each aircraft has different design and operating characteristics (number and type of engines, weight, and thrust levels), each aircraft emits different noise levels.

The most common way to spatially represent the noise levels emitted by an aircraft is with a noise exposure contour.

Noise exposure contours were prepared for the existing condition (2020) and for future forecast scenarios (2023) without operations associated with the Proposed Project and with operations associated with the Proposed Project. Both the 2020 and the 2023 (with the Proposed Project) scenarios rely on aviation demand forecasts prepared for the airport in late 2019 and approved by FAA in May 2020 (Coffman Associates 2020).

The Proposed Project is not anticipated to increase the number of annual operations at the airport over what is already expected to occur based on the aviation demand forecasts (see previous Footnote 5). It is also expected that the Proposed Project will accommodate the types of aircraft already operating at the airport, including the turboprop and business aircraft projected to occur in greater percentages by the aviation demand forecasts. (For purposes of comparison, the 2023 scenario without the Proposed Project assumed that the forecasted shift to heavier aircraft would not occur and the future fleet mix would remain distributed similarly to the existing condition.) **Table 23** summarizes the operational fleet mix assumptions used in each of the scenarios.

TABLE 23

Operational Fleet Mix for Napa County Airport[a]

AEDT Designator (Type of Aircraft/Model)		Existing Condition (2020)	Without Project (2023)	With Project (2023)
LOCAL OPERATIONS[b]				
Single Engine Fixed Pitch Propeller	GASEPF	7,277	7,315	7,315
Single Engine Variable Pitch Propeller	GASEPV	7,277	7,315	7,315
Multi-Engine Piston Propeller	BEC58P	768	771	771
Helicopter	B206L	400	500	500
Local Operations Total		**15,722**	**15,901**	**15,901**
LOCAL OPERATIONS[b]				
Single Engine Fixed Pitch Propeller	GASEPF	9,932	10,203	9,757
Single Engine Variable Pitch Propeller	GASEPV	9,933	10,203	9,757
Multi-Engine Piston Propeller	BEC58P	1,000	1,026	1,000
Business Jet, Small	ECLIPSE500	88	95	99
Business Jet, Small	CNA510	1,077	1,154	1,211
Business Jet, Small	MU3001	134	143	150
Business Jet, Small	CNA500	668	716	751
Business Jet, Medium	CNA525C	181	194	203
Business Jet, Medium	CNA55B	890	953	1,000
Business Jet, Medium	LEAR35	819	877	920
Business Jet, Medium	CNA560U	360	385	404
Business Jet, Medium	IA1125	271	291	305

TABLE 23 (Continued)

Operational Fleet Mix for Napa County Airport[a]

AEDT Designator (Type of Aircraft/Model)		Existing Condition (2020)	Without Project (2023)	With Project (2023)
ITINERANT OPERATIONS[c]				
Business Jet, Medium	CIT3	413	443	470
Business Jet, Medium	CL600	1,185	1,270	1,332
Business Jet, Medium	CL601	873	935	981
Business Jet, Medium	EMB145	317	339	356
Business Jet, Large	CNA750	360	385	404
Business Jet, Large	CNA680	1110	1,189	1,247
Business Jet, Large	GIV	412	441	463
Business Jet, Large	F10062	215	231	242
Business Jet, Large	GV	649	695	729
Turboprop, Single Engine	CNA208	185	155	165
Turboprop, Single Engine	Pilatus PC-12	764	643	683
Turboprop, Multi-Engine	CNA441	1,397	1,176	1,249
Turboprop, Multi-Engine	C130	36	30	32
Helicopter	SA365N	1,500	1,541	1,800
Itinerant Operations Total		**34,767**	**35,713**	**35,713**
TOTAL ANNUAL OPERATIONS		***50,489***	***51,614***	***51,614***
Net Increase over Existing Condition		*--*	***1,125***	***1,125***

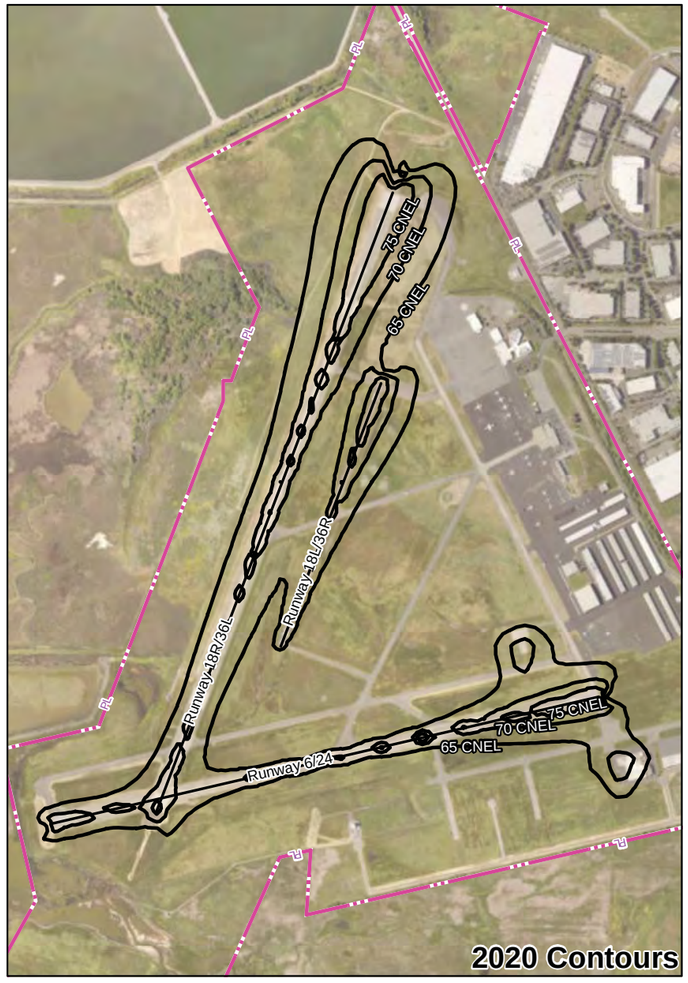
Source: Coffman Associates 2020

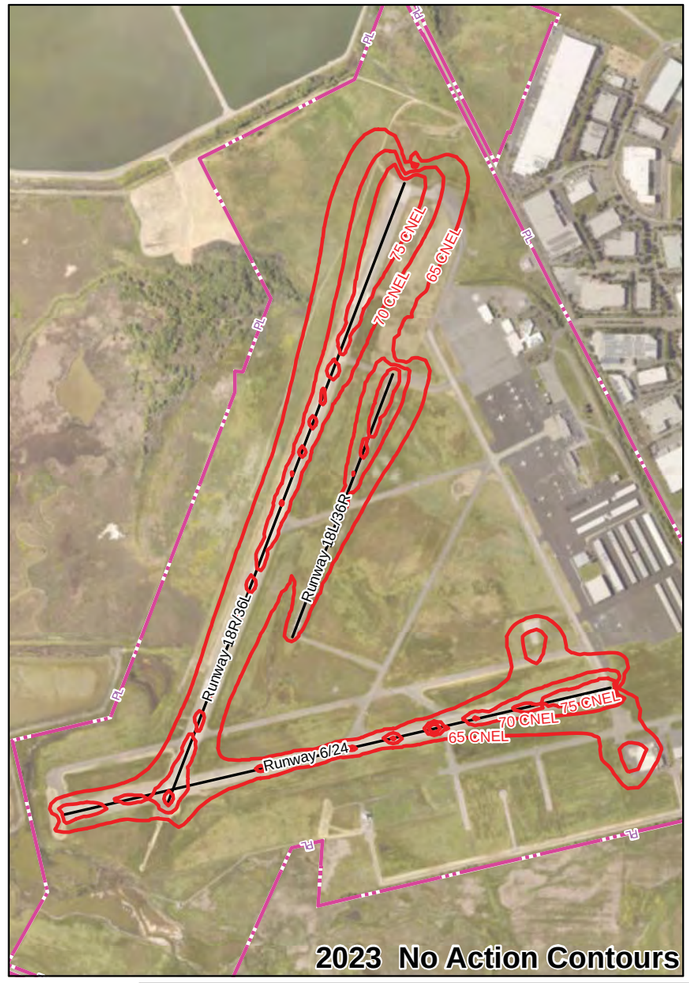
[a] Both the 2020 and 2023 (with project) scenarios rely on aviation demand forecasts prepared for the airport in late 2019 and approved by the FAA in May 2020 (Coffman Associates 2020)

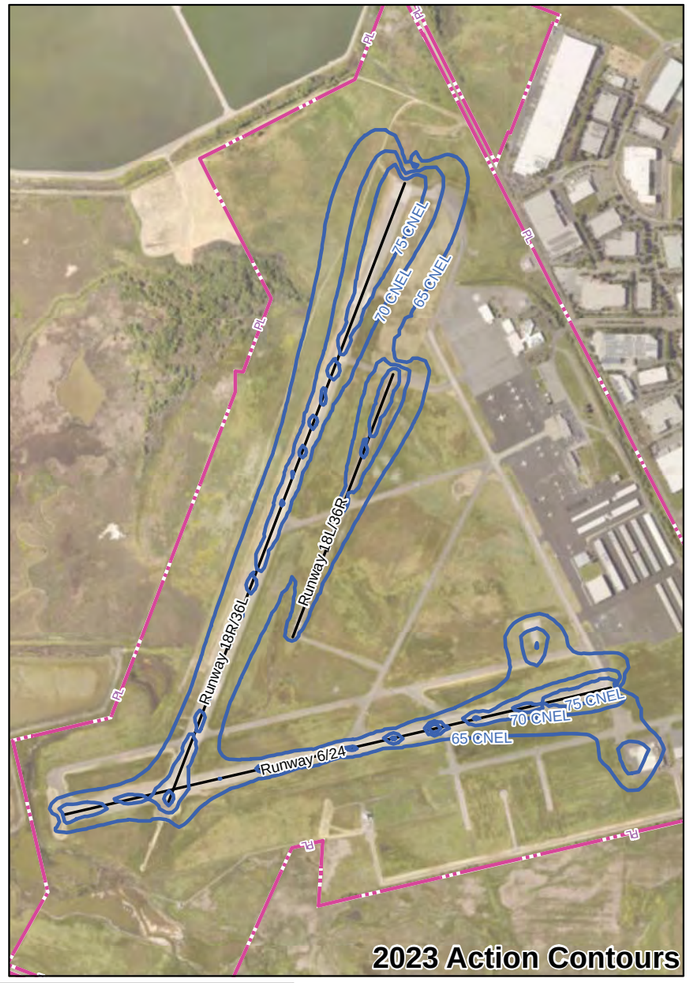
[b] Local operations are those that operate in the local traffic pattern or within sight of the airport; are known to be departing for, or arriving from, flight in the local traffic practice areas located within a 20-mile radius of the airport; or execute simulated instrument approaches or low passes at the airport (14 CFR §170.3 - Definitions).

[c] Itinerant operations are all operations other than local operations. Operations are defined as one takeoff or landing.

The resulting noise contours are shown on **Exhibit 13.** As summarized in **Table 24**, the total acreage of the existing condition 65 CNEL noise contour is 161.7 acres. By 2023, the acreage of the 65 CNEL noise contour will increase slightly with the overall increase in operations (1,125 annual operations) even if the anticipated shift in fleet mix to heavier aircraft does not occur. As noted in the table, by 2023 the 65 CNEL will be an estimated 165.9 acres (without the Proposed Project) and 167.6 acres (with the Proposed Project). This will be an increase over the existing condition 65 CNEL of 4.2 acres (without the Proposed Project) and 5.9 acres (with the Proposed Project). The future 65 CNEL with the Proposed Project scenario has a greater acreage (1.7 acres) than the future 65 CNEL without the Proposed Project due to the projected increase in turboprop and business jet aircraft.







- Runway Centerline
- Airport Property
- 2020 Noise Contours
- 2023 No Action Noise Contours
- 2023 Action Noise Contours

Source: ESRI Basemap Imagery (2018), Coffman Associates Analysis.

Napa County Airport
65 CNEL Noise Contour Acreage Comparison

	2020 Existing Condition	2023 Without Project	2023 With Project
65 CNEL Noise Contour Acreage	161.7 Acres	165.9 Acres	167.6 Acres
Net Increase over Existing Condition	**--**	**4.2 Acres**	**5.9 Acres**

Sources: Coffman Associates analysis
CNEL - Community Noise Equivalent Level

N
0 1,200 2,400
1" = 1,200'

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TABLE 24
65 CNEL Noise Contour Comparison
Napa County Airport

	Existing Condition (2020)	Without Project (2023)	With Project (2023)
65 CNEL Noise Contour Acreage	161.7 acres	165.9 acres	167.6 acres
Net Increase over Existing Condition	**--**	**4.2 acres**	**5.9 acres**

Source: AEDT (Coffman Associates, Inc. analysis)
CNEL = Community Noise Equivalent Level

As can be seen on **Exhibit 13**, the airport's 65 CNEL remains entirely on airport property for the existing condition, as well as the future conditions with or without the Proposed Project. There are no noise-sensitive land uses within the noise exposure contours.

The Proposed Project will also generate noise related to aircraft taxiing from the airfield system to the hangars, as well as vehicular noise from private vehicles and airport fuel trucks. Aircraft run-ups will continue to occur in existing airport locations. These types of airport noise will occur with or without the Proposed Project.

XIII.b) Less Than Significant Impact. Project activities that could cause vibration will occur during the construction of the Proposed Project. The nearest residence is approximately one mile from the Proposed Project east of State Highway 29. At this distance, potential exposure to vibration from project construction activities will be negligible.

XIV. Population and Housing

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Regulatory Setting

Local Regulations

Association of Bay Area Governments. Regional growth is the responsibility of ABAG, which forecasts population growth for Bay Area local governments. The U.S. Census Bureau estimates the 2019 population in Napa County to be at 137,744. According to ABAG, by 2035 that population is anticipated to be close to 156,000, a compound annual growth rate (CAGR) of 0.78 percent (**Table 25**).

TABLE 25
Napa County Projected Population (2019-2035)

2019	2025	2030	2035	CAGR
137,744	146,130	151,445	155,860	0.78%

Sources: U.S. Census Bureau website 2020; Association of Bay Area Governments website 2020.
CAGR = compound annual growth rate

Impact Analysis

XIV.a-b) No Impact. The Proposed Project will not generate population growth in the surrounding community. The Proposed Project is non-residential in nature and will provide facilities for up to two FBOs. It will not cause displacement of existing community members or housing nor will it necessitate the construction of temporary housing.

XV. Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

REGULATORY SETTING

Local Regulations

Napa County General Plan. Public services and facilities are addressed under Safety, Agriculture Preservation and Land Use, and Recreation and Open Space (ROS) Elements.

- Police and Fire. Goals for police and fire facilities are found in the Safety Element of the General Plan, generally identified as "emergency services."

- Schools. Goals for schools are addressed in the Agriculture Preservation and Land Use Element, while specific policies for schools will be under the subheading "Schools and Churches."

- Parks. Parks and schools are addressed in in the Recreation and Open Space Element. Requirements for park facilities are discussed in the next section, Section XVI, Recreation.

Agriculture Preservation and Land Use Element Goals

Schools and Churches Policies

- Policy AG/LU-123: The County shall establish general school site location criteria such as:

- New school facilities shall not be located within two miles of an airport unless approved by the State Department of Education.

Public Facilities

Goal AG/LU-7: Plan for demographic changes, environmental or climatic changes, and desired social services when siting public facilities and when considering the design of those facilities.

IMPACT ANALYSIS

XV.a) No Impact.

- Fire Protection: No Impact
- Police Protection: No Impact
- Schools: No Impact
- Parks: No Impact
- Other Public Facilities: No Impact

The Proposed Project will not have an adverse impact on public services. The Proposed Project will provide facilities for up to two FBOs. No impacts to the existing level of need for police and fire protection will occur. While the airport is not equipped with on-site fire and police departments, these services are located less than one mile from the airport and can quickly address emergencies at the airport.

Additionally, the project is non-residential and will not generate additional residents or students. Therefore, there will not be an increased demand on schools, parks, or other public facilities.

XVI. Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Regulatory Setting

Local Regulations

Napa County General Plan. City parks and recreation needs are addressed in Recreation and Open Space Element. Overall, the intent of this Element is to set policy guidelines for community services in the county. The goal of the Element is to ensure the appropriate and desirable uses of open space for recreational purposes. Recreational facilities are defined as "a wide range of buildings, facilities, and infrastructure which support recreation" and include open space, parks (ranging from neighborhood to regional park systems), and wildlife preserves. The General Plan contains several policies addressing recreation and open space; however, these policies are not applicable to the Proposed Project.

Impact Analysis

XVI.a-b) No Impact. The Proposed Project will not have an adverse impact on recreation facilities in the county. Due to the non-residential nature of the Proposed Project, the Proposed Project will not cause a strain on existing local and regional recreation facilities. No new parks or other recreation facilities will be required.

XVII. Transportation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

REGULATORY SETTING

State Regulations

SB 743. SB 743 addresses the evaluation of transportation impacts under CEQA and changes the methodology for CEQA analysis of transportation impacts to require the assessment of VMT (CEQA Guidelines Section 15064.3). The Governor's Office of Planning and Research (OPR) provides VMT recommendations for residential and office land use projects. No VMT projections are provided for a project such as the redevelopment of an airport.

Local Regulations

Vision 2040: Moving Napa Forward. The Vision 2040 plan is a 25-year transportation planning effort originally approved in 2015. Vision 2040 delineates concerns, goals, and objectives relating to transportation and financially related issues to plan future projects to improve the county transportation system. Goals include ensuring that transportation needs are met, system safety, fiscal responsibility, economic vitality, energy reduction, and infrastructure maintenance.

Napa County General Plan. Transportation is addressed in the Circulation Element in the General Plan (updated February 2019). This Element of the General Plan outlines the general location and extent of existing and proposed roads and other transportation infrastructure and services and is intended to guide decision-makers to prioritize funding transportation-related projects.

The General Plan supports and encourages multi-modal transportation, including air travel.

Circulation Element Goals

Goal CIR-3: The County's transportation system shall encompass the use of private vehicles, local and regional transit, paratransit, walking, bicycling, air travel, rail, and water transport.

Circulation Element Policies

- Policy CIR-7: All applicants for development projects or modifications thereto shall be required to evaluate the vehicle miles traveled (VMT) associated with their projects, in order to determine the project's environmental impacts pursuant to the California Environmental Quality Act. Applicants shall specify feasible measures to reduce a proposed project's VMT and shall provide an estimate of the VMT reduction that would result from each measure. Upon the effective date of the pertinent State CEQA Guidelines, projects for which the specified VMT reduction measures would not reduce unmitigated VMT by 15 or more percent shall be considered to have a significant environmental impact.

IMPACT ANALYSIS

XVII.a) Less Than Significant Impact. The Proposed Project will not conflict with any program, plan, or policy addressing multimodal transportation in the county. The Proposed Project is contained entirely on airport property and will not impact other county multimodal transportation facilities.

XVII.b) Less Than Significant Impact. To determine the impact the Proposed Project will have on VMT, a qualitative analysis was conducted because the proposed FBO facilities and associated hangars are atypical land uses.[17] The Proposed Project will not change the land use/transportation patterns associated with the airport as the project will redevelop an existing land use with similar types of replacement land uses. As such, it will not change overall VMT related to the airport. CEQA Guidelines Section 15064.3(b)(2) states that transportation projects which reduce, or have no impact on, VMT should be presumed to cause a Less than Significant transportation impact.

In addition, current and future airport operations were analyzed and compared with the Institute of Transportation Engineer's (ITE's) 8th Edition *Trip Generation Report*, which provides an estimate of trip generation for GA airports based on aircraft operations (ITE 2008). According to the ITE report, approximately two vehicular trips per day are generated with each operation at a GA airport. For 2020, total airport operations for Napa County Airport are estimated at 50,489 (Section XIII, Noise), while projected operations by 2023 will be 51,614 with or without the Proposed Project. This is an estimated increase of 1,125 annual operations and a daily average operational increase of approximately 3.1 flights (1,125 ÷ 365 = 3.1). Using the ITE daily trip generation rate of two trips per daily operation, the Proposed Project will help to facilitate an increase of vehicular traffic of approximately 6.2 vehicular trips to or from the airport (two daily vehicular trips x 3.1 increased daily flights = 6.2 additional vehicular trips). The OPR has provided guidance on determining significant VMT impacts in its *Technical Advisory on Evaluating Transportation Impacts in CEQA*. One screening threshold is that projects that generate or attract fewer

[17] Under CEQA, a qualitative analysis should only be conducted when methods do not exist for undertaking a quantitative analysis.

than 110 trips per day generally may be "assumed to cause a less-than-significant transportation impact" (State of California Governor's OPR 2018: page 12). Vehicular trips associated with the Proposed Project will be well below this screening threshold.

XVII.c) No Impact. The realignment and straightening of Airport Road will not create or increase roadway hazards. The realignment will remove the road curvature and increase sight visibility at the intersection of Airport Road and Airport Boulevard.

XVII.d) No Impact. The Proposed Project will not result in inadequate emergency access. The Proposed Project is located within an existing airport and will not impact the public right-of-way or other private streets in the region. A Napa County Fire Station is located less than one mile from the airport, which can quickly address airfield emergencies.

XVIII. Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

REGULATORY SETTING

Federal Regulations

Native American Policies. An Indian Nation's sovereign rights is a unique area of federal concern. In 1995, the President issued a directive to all executive departments and agencies of the federal government that as activities affecting Native American tribal rights occur, such activities should be implemented in a knowledgeable, sensitive manner respective of tribal sovereignty. The presidential directive required that for all activities relating to or affecting the government or treaty rights of Indian tribes, the executive branch shall:

1. Operate within a government-to-government relationship with federally recognized Indian tribes;

2. Consult, to the greatest extent practicable and permitted by law, with Indian tribal governments before taking actions that affect federally recognized Indian tribes;

3. Assess the impact of agency activities on tribal trust resources and assure that tribal interests are considered before the activities are undertaken;

4. Remove procedural impediments to working directly with tribal governments on activities that affect trust property or governmental rights of the tribes; and

5. Work cooperatively with other agencies to accomplish these goals established by the President.

State Regulations

Native American Heritage Commission (NAHC) Sacred Lands File. California PRC Section 5097.9 establishes the NAHC with specified powers and duties to identify and catalog places of special religious or social significance to Native Americans and known graves and cemeteries of Native Americans on private land. The NAHC also makes recommendations relative to Native American sacred places that are located on private lands, are inaccessible to Native Americans, and have cultural significance to Native Americans for acquisition by the state or other public agency for the purpose of facilitating or assuring access to Native Americans.

Local Regulations

Napa County General Plan. The Napa County archaeological record shows the region was primarily inhabited by Wappo, Lake Miwok, and Patwin tribal groups. As such, it is important to preserve the ethnographic record of these indigenous tribes. Native American cultural resources can include rock art, prominent topographical areas and features, habitats, plants, animals, and minerals that contemporary Native Americans value and consider essential for the preservation of traditional values.

Goals and policies affecting tribal and cultural resources are in the Community Character Element of the General Plan under the subheading "Cultural and Historic Resources" (addressed in Chapter 8, "Historical and Cultural Resources Element").

Community Character Element Goals

Goal CC-4: Identify and preserve Napa County's irreplaceable cultural and historic resources for present and future generations to appreciate and enjoy.

IMPACT ANALYSIS

XVIII.a.i-ii) No Impact. There are no known tribal cultural resources listed or eligible for listing in the California Register of Historical Resources, in a local register of historical resources as defined in PRC Section 5020.1(k), or determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1 within the project disturbance area. As discussed in Section V, Cultural Resources, the Proposed Project will occur within developed portions of the existing airport and does not have the potential to cause impacts to archaeological resources or human remains.

No other information regarding sensitive tribal resources at the airport was provided by the tribes contacted as part of this CEQA process. The NAHC was contacted in March 2020 to perform a records search of the Sacred Lands File for the airport, which produced one positive result and a list of tribes with potential knowledge of cultural resources in the general area (**Appendix A**).

The following tribes have requested formal consultation with the county under PRC Section 21080.3:

- Mishewal Wappo Tribe of Alexander Valley
- Yocha Dehe Wintun Nation
- Middletown Rancheria

A letter was mailed to each tribe requesting formal consultation or recommended by the NAHC for contact (i.e., Cortina Rancheria – Kletsel Dehe Band of Wintun Indians) on June 17, 2020, along with exhibits describing the Proposed Project and information regarding the results of the archaeological survey. **Appendix A** contains copies of the letter sent to each tribe. One tribe (Yocha Dehe Wintun Nation) contacted the airport to request a corrected letter due to an error in the tribal name. The corrected letter was sent via email to the tribe on July 8, 2020.

One tribe (Yocha Dehe Wintun Nation) requested consultation on the Proposed Project. On August 7, 2020, the airport manager met with two tribal representatives at the project site. (See agreed to *Avoidance and Minimization Measures* below). The tribal consultation process was completed with the Yocha Dehe Wintun Nation on August 11, 2020.

Avoidance and Minimization Measures

Although most of the project site is covered with pavement or structures so the soil under the pavement cannot be inspected for unknown cultural resources, these areas have been previously disturbed by airport development and, thus, significant tribal cultural resources are not anticipated to be impacted. However, per state and federal regulations, the airport will require the contractor to follow standard protocols for the discovery of unanticipated cultural resources, if needed.

- If any buried and/or previously unidentified cultural materials are encountered during project construction, work shall cease immediately at that location and the Airport Sponsor shall notify both the FAA and the SHPO as soon as possible to determine an appropriate course of action.

As a result of the consultation meeting with the Yocha Dehe Wintun Nation, the airport has also agreed to the following tribal requests (**Appendix A**):

1. The project will include a pre-construction cultural sensitivity training under the direction of the Yocha Dehe Wintun Nation prior to the commencement of construction activity.

2. On-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal, will be conducted.

XIX. Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Regulatory Setting

State Regulations

California Water Conservation Act (SB X7-7). SB X7-7 requires all water suppliers to increase water use efficiency in response to a statewide drought from 2007 – 2009. This bill established a framework to meet state targets for urban water conservation mandated by the Governor, which required a 20 percent per capita reduction in urban water use by the year 2020. Per capita use is defined as a water provider's efforts to reduce urban water use within its service area.

Urban Water Management Planning Act (AB 2067). AB 2067 requires every public and private urban water supplier that directly or indirectly provides water for municipal purposes to prepare and adopt an urban water management plan and to update that plan every five years. The Act requires a detailed

description of water demand management measures that are currently being implemented and an evaluation of specified water demand management measures that are not currently being implemented or scheduled for implementation. The plans are to address how local suppliers are complying with the 20 percent per capita reduction in urban water use by 2020, mandated in SB X7-7.

State Agency Model Integrated Waste Management Act (AB 75). AB 75 requires state agencies to develop and implement an integrated waste management plan outlining steps to meet state level waste diversion goals. The state statute currently requires that state agencies and large facilities divert a minimum of 50 percent of solid waste from disposal facilities.

2016 California Green Building Standards Code (CALGreen). CALGreen is the first mandatory "green" building standards code in the nation and was drafted to meet the goals of AB 32, which established a comprehensive program of cost-effective reduction of GHGs to 1990 levels by 2020. CALGreen has established a threshold of recycling and/or salvage for reuse of construction waste management, which is a reuse of a minimum of 65 percent of the nonhazardous construction and demolition waste, or meet local construction and demolition waste management ordinance, whichever is more stringent (California Buildings Standards Commission 2016).

Where a local jurisdiction does not have a construction or demolition waste management ordinance that is more stringent, the submission of a construction waste management plan is required that:

1. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale;

2. Determines if construction and demolition waste materials will be sorted on-site (source-separated) or bulk-mixed (single-stream);

3. Identifies diversion facilities where construction and demolition waste material collected will be taken; and

4. Specifies that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

Local Regulations

Napa County General Plan. Goals and policies regarding water demand and solid waste management for Napa County are addressed in the Conservation Element of the General Plan under the subheadings of "Water Resources" and "Climate Protection and Sustainable Practices for Environmental Health."

Conservation Element Goals

Goal CON-10: Conserve, enhance and manage water resources on a sustainable basis to attempt to ensure that sufficient amounts of water will be available for the uses allowed by this General Plan, for the natural environment, and for future generations.

Goal CON-18: Provide enough long-term solid waste disposal capacity for the County consistent with California Integrated Waste Management Act (Public Resources Code section 40000, et seq.) requirements.

Water Resources Policies

- Policy CON-53: The County shall ensure that the intensity and timing of new development are consistent with the capacity of water supplies and protect groundwater and other water supplies by requiring all applicants for discretionary projects to demonstrate the availability of an adequate water supply prior to approval. Depending on the site location and the specific circumstances, adequate demonstration of availability may include evidence or calculation of groundwater availability via an appropriate hydrogeologic analysis or may be satisfied by compliance with County Code "fair-share" provisions or applicable State law. In some areas, evidence may be provided through coordination with applicable municipalities and public and private water purveyors to verify water supply sufficiency.

- Policy CON-55: The County shall consider existing water uses during the review of new water uses associated with discretionary projects, and where hydrogeologic studies have shown that the new water uses will cause significant adverse well interference or substantial reductions in groundwater discharge to surface waters that would alter critical flows to sustain riparian habitat and fisheries or exacerbate conditions of overdraft, the County shall curtail those new or expanded water uses.

Climate Protection and Sustainable Practices for Environmental Health Policies

- Policy CON-66: The County shall promote the implementation of sustainable practices and green technology in agriculture, commercial, industrial, and residential development through the following actions:

  a) Project Construction
     1) Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled content materials for buildings, hard surfaces, and landscaping materials.
     2) Minimize, reuse, and recycle construction-related waste.
     3) Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.

- Policy CON-67: The County shall promote and encourage "green building" design, development, and construction through the achievement of Leadership in Energy and Environmental Design (LEED) standards set by the U.S. Green Building Council, the Green Point Rated system standards set by Builditgreen.org, or equivalent programs. Actions in support of this policy shall include:

a) Audit current County practices to assess opportunities and barriers to implementation of current sustainable practices.
b) Amend the County Code as necessary to remove barriers to and encourage "green" construction.
c) Develop new County buildings as "green buildings," utilizing sustainable construction and practices.
d) Encourage all new large development projects and major renovation of existing facilities to be based on Green Building Council standards utilizing sustainable construction and practices to achieve a minimum LEED rating of Silver, or comparable level on the Green Point Rated system per standards set by Builditgreen.org or other comparable updated rating systems.
e) Support state and federal incentive programs that offer rebates and cost sharing related to the implementation of "green building" standards and LEED certification.

- Policy CON-89: The County itself shall be a leader in promoting waste reduction and recycling through a variety of means when feasible.

IMPACT ANALYSIS

XIX.a) Less than Significant Impact. The Proposed Project will involve only minor storm drain improvements and utility hookups that connect to the airport's existing stormwater and utility infrastructure. For example, on-site installation of inlets, manholes, trench drains, and reinforced concrete pipe will be required and will tie into the existing storm drain system. Utility connections for the new buildings, as well as lighting needed for the parking lot, will be made to existing electrical, sanitary sewer, and water main infrastructure.

XIX.b-c) Less than Significant Impact. The Proposed Project is intended to accommodate up to two FBOs. Although there will be an increase of building square footage at the airport, there will be minimal changes in the airport's water demand or wastewater generation. The new buildings will be required to incorporate water-efficient sinks, toilets, and other water connections per CALGreen requirements, which will help to offset the Proposed Project's water demand and wastewater generation and will conform to Napa County conservation goals.

The City of American Canyon is the water purveyor for the airport, while the airport is part of the Napa Sanitation District service area for sewer treatment and collection. "Will serve" letters will be required from both the City of American Canyon and the Napa Sanitation District for their respective utility services before hook-ups for new development can be provided.

The City of American Canyon has adopted a Zero Water Footprint (ZWF) policy. In order to meet its ZWF standards, developers must ensure that all new developments offset their project on a one-to-one basis through the use of water efficient fixtures, consuming recycled water for non-potable uses (when available), dual plumbing buildings, installing water wise landscaping and irrigation, and other appropriate measures. Since the Proposed Project will remove older buildings and their associated water fixtures and replace them with high efficiency fixtures, the Proposed Project will not use more water or generate

more sewer when compared to historical uses and will comply with the City of American Canyon's ZWF policy.

XIX.d-e) Less than Significant Impact. The Proposed Project will generate solid waste in both the short and long terms. In the short term, construction solid waste will be disposed of by the project contractor per the required construction waste management plan. The demolition phase and apron reconstruction of the Proposed Project will include removing approximately 6,282 cy of pavement and 26,448 sf of building demolition. The asphalt portions of this construction solid waste will be hauled to a recycling facility and reused as road base or otherwise incorporated into new asphalt products. Other construction materials will also be subject to applicable federal, state, and local solid waste statutes and regulations for waste diversion. Subsequent to the diversion of all recyclable materials, the remaining waste will be disposed at a municipal or construction waste facility.

For operational solid waste estimates, average solid waste generation factors based on land use are available from CalRecycle. CalRecycle compiles solid waste generation rates for commercial and industrial activities over an amount of time (i.e., day, year) to estimate new developments' impact on the local waste stream. These estimates include information from city and county planning departments, as well as environmental departments across the state (CalRecyle website 2020).

Based on land use waste generation rates identified by CalRecycle (**Table 26**), the Proposed Project could generate an additional 567.1 pounds per day (lbs/day). However, the additional building space does not necessarily correlate to additional solid waste generation, especially on a per square foot of building space basis. Therefore, it is likely the Proposed Project will generate less additional solid waste than the CalRecycle generation factor for a commercial/industrial space indicates.

TABLE 26
Operational Waste Generation

Land Use	Land Use Increase (sf) (Net)	Waste Generation Rate (lbs/sf/day)	Project Waste Generation (lbs/day)
Hangar/Office	91,641	0.006 lbs/sf/day	549.8 lbs/day
FBO Operation Building	1,952	0.006 lbs/sf/day	11.7 lbs/day
Restaurant	1,111	0.005 lbs/sf/day	5.6 lbs/day
Total			**567.1 lbs/day**

Source: CalRecycle website 2020a
sf = square feet
lbs = pounds

Operational solid waste disposal at the airport is handled by the county's Environmental Health Division. Non-hazardous waste material is collected in designated areas of the airport and taken to the Devlin Road Transfer Station. The airport currently separates its solid waste into two waste streams: trash and recyclables. Non-recyclable solid waste is ultimately transported to the Potrero Hills Landfill. This landfill has sufficient capacity to handle the Proposed Project's solid waste through the year 2048 (CalRecycle website 2020b). No significant impacts to capacity at the transfer station or the landfill or to applicable federal, state, and local solid waste statutes and regulations will occur.

XX. Wildfire

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Regulatory Setting

The project location and immediate environs are not located in a Fire Hazard Severity Zone that is a State Responsibility Area. As of 2008, California Department of Forestry and Fire Protection (CAL FIRE) determined the Proposed Project area is in the Local Responsibility Area (CAL FIRE website 2019).

Federal Regulations

Federal Wildland Fire Policies. The U.S. Department of Interior (USDOI), Office of Wildland Fire establishes federal level policies to ensure wildland fire activities are consistent with all applicable laws, regulations, and the Department's Strategic Plan. The Wildland Fire Management policies utilize best available science and emerging technologies, direction, and guidance found in statutes and federal regulations. Adopted policies are consistent throughout the Department, promoting and encouraging interoperability with other federal and non-federal wildland fire organizations and entities (USDOI Office of Wildland Fire website 2019). The USDOI worked with other federal agencies and non-federal partners and stakeholders, such as tribes, states, counties, cities, and non-governmental organizations.

The *Guidance for Implementation of Federal Wildland Fire Management* serves as the primary inter-agency wildland fire policy document. This document has outlined 17 policy areas, such as establishing that firefighter and public safety is the highest priority (National Wildfire Coordinating Group 2009).

State Regulations

2018 California State Hazard Mitigation Plan. The State Hazard Mitigation Plan (SHMP) represents the state's primary hazard mitigation guide, providing an updated and comprehensive account of the state's historical and current hazard analysis, mitigation strategies, goals, and objectives. The SHMP is required to be reviewed and resubmitted to the Federal Emergency Management Agency (FEMA) for approval at least once every five years to ensure continued funding eligibility for certain Stafford Act grant programs. Goals of the SHMP include (California Governor's Office of Emergency Services [Cal OES] 2018):

- Significantly reduce life loss and injury;
- Minimize damage to structure and property and minimize interruption of essential service and activities;
- Protect the environment; and
- Promote community resilience through integration of hazard mitigation with public policy and standard business practices.

Local Regulations

Napa County General Plan. Wildfires are addressed in the Safety Element.

Safety Element Goals (relating to wildfire)

Goal SAF-3: It is the goal of Napa County to effectively manage forests and watersheds, and to protect homes and businesses from fire and wildfire and minimize potential losses of life and property.

Safety Element Policies

- Policy SAF-20: All new development shall comply with established fire safety standards. Design plans shall be referred to the appropriate fire agency for comment as to:

  1. Adequacy of water supply.
  2. Site design for fire department access in and around structures.
  3. Ability for a safe and efficient fire department response.
  4. Traffic flow and ingress/egress for residents and emergency vehicles.
  5. Site-specific built-in fire protection.
  6. Potential impacts to emergency services and fire department response.

Napa County Operational Area Hazard Mitigation Plan (updated 2013). The NCOAHM rates the county risk of fire as a "high risk with a widespread impact." The county's high-risk rating is attributed to the

meeting of both highly flammable vegetation and valuable structures, also called the Wildland Urban Interface (WUI). In the case of Napa County, the boundary of the WUI is not well defined and structures (primarily residential in nature) are vulnerable because they were constructed to depend on emergency services rather than with "resistance, survivability, and self-protection" in mind.

According to the NCOAHM, although the county is considered a high risk for wildfires, the airport is in an area of a low fire hazard (NCOAHM 2013, Figure 3-5), most likely due to the fact that the airport is not located within a WUI and is within proximity of emergency services.

IMPACT ANALYSIS

XX.a-d) No Impact. The project area is not located adjacent to high-risk fire hazard areas. Rather, the Proposed Project will be in an area where there is not a significant slope, prevailing winds, or other risk factors that expose the region to wildfire risk. If, in the event a fire is ignited from construction work, the airport is less than one mile from an emergency facility which can address a fire quickly, diminishing a regional threat of wildfire. The Proposed Project will not conflict with goals and policies regarding safety and wildfires outlined in the *Napa County General Plan*.

XXI. Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat for a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

IMPACT ANALYSIS

XIX.a) Less Than Significant Impact. Although no sensitive species were identified in the area of disturbance for the Proposed Project, avoidance and minimization measures are in place as follows:

- If any disturbance to Fagan Creek becomes necessary, a survey for the western pond turtle will be performed by a qualified biologist prior to any construction activities. If turtles are detected, they will be relocated to a safe reach of the same creek prior to the initiation of construction activity. Replacement habitat of like quantity and quality on- or off-site for the western pond turtle will be provided per General Plan Policies CON-13 and CON-14, if necessary.

- To avoid take under the MBTA and/or California FGC §3513, either a take permit from the USFWS and/or CDFW will be obtained or a pre-construction survey will be conducted, if any tree removal or adjacent construction activity will take place during breeding/nesting season (generally February 1 through August 31). If required, the survey will be undertaken by a qualified biologist no more than 15 days prior to initiation of proposed development activities. If active nests are found

on or immediately adjacent to the site, the USFWS and/or CDFW will be contacted to determine appropriate avoidance measures. This would include requiring temporary or permanent buffers of adequate size (based on the requirements of the subject special-status species) to avoid nest abandonment by birds and raptors associated with construction and site development activities per General Plan Policy CON-13.

The Proposed Project does not have the potential to substantially degrade or reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of an endangered species.

Additional avoidance and minimization measures are related to protecting water quality:

- Prepare and implement an updated SWPPP to include the additional building and pavement surfaces. BMPs will be implemented to avoid any detrimental water quality impacts to Fagan Creek.

- Prepare and implement a grading/erosion plan and implement BMPs, such as those included in FAA AC 150/5370-10H, Item C-102.

- Comply with Napa County ordinances for all grading, drainage, and construction of improvements.

As such, the project will not have the potential to substantially degrade the quality of the environment.

The Proposed Project will not eliminate important examples of the major periods of California history or prehistory. The Proposed Project will occur within developed portions of the existing airport and does not have the potential to cause substantial adverse changes to archaeological resources. Neither the airport property as a whole nor individual buildings or structures proposed for demolition or relocation are eligible for listing in the NRHP or the CRHR. No archaeological resources were identified within the study area as a result of a pedestrian field survey (SWCA 2020).

Per state and federal regulations, the airport will require the contractor to follow standard protocols for the discovery of unanticipated cultural resources, if needed:

- If any buried and/or previously unidentified cultural materials are encountered during project construction, work shall cease immediately at that location and the Airport Sponsor shall notify both the FAA and the SHPO as soon as possible to determine an appropriate course of action.

As a result of the consultation meeting with the Yocha Dehe Wintun Nation, the airport has also agreed to the following tribal requests (**Appendix A**):

1. The project will include a pre-construction cultural sensitivity training under the direction of the Yocha Dehe Wintun Nation prior to the commencement of construction activity.

2. On-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal, will be conducted.

XIX.b) Less Than Significant with Mitigation Incorporated. The Proposed Project will generate air quality emissions and GHGs during both construction and operational phases. These emissions will contribute to cumulative conditions within the SFBAAB. Since the Proposed Project's construction activity will approach BAAQMD thresholds of significance for ROG during certain stages of construction, mitigation will be implemented by the project to reduce emissions below significant levels. BMPs required for PM_{10} as standard practice are also included.

Construction-Related Mitigation Measures

AQ-1: To avoid exceeding the BAAQMD threshold for ROGs (54 pounds per day), low-volatile organic compound (VOC) paint and interior building materials shall be used during the painting/finishing phase of the Proposed Project. Per BAAQMD recommendations, such measures include using low-VOC interior paint (VOC level of 50 grams per liter [g/L] or less) and using low-VOC or recycled materials for interior finishes.

AQ-2: BMPs recommended by BAAQMD (per U.S. EPA) to reduce fugitive dust emissions shall be implemented:

- **Soil stabilization shall occur by applying water for a short-term solution or applying dust suppressants or vegetative cover for a long-term solution;**
- **Carryout and takeover materials (such as dirt/demolition spoils and other construction waste which fall from trucks onto roads) shall be cleaned daily and immediately if material spills occur more than 50 ft from the exit point of the project site. Appropriate clean-up methods require the complete removal and cleanup of mud and dirt from the paved surfaces and shoulders;**
- **Dust control for unpaved vehicle and equipment traffic areas and speed limit signs to 15 miles per hour (mph) or less shall be posted every 500 ft; and**
- **Recordkeeping shall be used to document compliance with the rules and notate all dust control measures utilized on-site. Records are to be kept for one year following the end of "dust-generating" activities.**

AQ-3: Regulations outlined in the CARB handbook, *In-Use Off-Road Diesel-Fueled Fleets Regulations* (2016), which applies to all self-propelled off-road vehicles that are 25 horsepower (hp) or more, as well as most two-engine vehicles, shall be required. The purpose of this regulation is to reduce emissions of NO_x and particulate matter by:

- **Limiting unnecessary idling of vehicles to five minutes;**
- **Requiring all vehicles to be reported to CARB and labeled;**

- **Restrictions on adding vehicles older than January 1, 2004, to the fleet; and**

- **Requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing Verified Diesel Emission Control Strategies, such as exhaust retrofits.**

XIX.c) Less Than Significant. The Proposed Project is not located in proximity to residential neighborhoods or other sensitive populations that could be adversely affected by such project-related issues as odors, noise, or construction dust. The airport will continue to comply with applicable regulations, including those related to the management of hazardous materials and construction activity. The following avoidance and minimization measures are required by existing regulations:

- The relocated self-serve facility, as well as future expansion of the airport's fuel farm, will be required to implement an appropriate SPCC plan.

- Regulation 11 of BAAQMD will be implemented during demolition of buildings. Regulation 11 outlines the handling and reporting requirements for asbestos.

- Prior to the start of any demolition activities, a lead-based paint/lead containing paint abatement work practice plan will be prepared in compliance with federal, state, and local regulations for any necessary removal and disposal of these materials. The plan must contain the following (CCR, Title 8, § 1532.1[E], Lead – Methods of Compliance):

  - Protective work clothing and equipment;
  - Housekeeping practices;
  - Hygiene facilities, practices, and regulated areas; and
  - Applicable good work practices.

LIST OF DOCUMENT PREPARERS

Project Sponsor/Document Reviewer

Napa County Airport
Greg Baer, MPA
Airports Project Supervisor

Environmental Consultants

Coffman Associates, Inc.
4835 E. Cactus Road, Suite 235
Scottsdale, AZ 85254

Project Manager: Judi Krauss, AICP
Environmental Planners: Michelle Kriks, AICP; Kory Lewis

Salix Consulting, Inc. (Biological Resources)
11601 Blocker Drive, Suite 100
Auburn, CA 95603

SWCA Environmental Consultants (Cultural and Historic-Era Resources)
1422 Monterey Street, C#200
San Luis Obispo, CA 93401

AGENCIES AND WEBSITES CONSULTED

Association of Bay Area Governments: https://abag.ca.gov/

Bay Area Air Quality Management District: https://www.baaqmd.gov/

California Air Resources Board: https://www.arb.ca.gov/desig/adm/adm.htm

California Buildings Standards Commission – CALGreen: https://www.dgs.ca.gov/BSC/Resources/Page-Content/Building-Standards-Commission-Resources-List-Folder/CALGreen

California Code of Regulations: https://oal.ca.gov/publications/ccr/

California Department of Conservation: https://maps.conservation.ca.gov

- California Geological Survey: https://www.conservation.ca.gov/cgs/
- Farmland Security Zones: https://www.conservation.ca.gov/dlrp/wa/Pages/Farmland-Security-Zones.aspx
- *Williamson Act* Program: https://www.conservation.ca.gov/dlrp/lca

California Fish and Game Commission – California Fish and Game Code: https://fgc.ca.gov/Regulations/Current

California Department of Fish and Wildlife – *California Endangered Species Act:* https://www.wildlife.ca.gov/Conservation/CESA

California Department of Forestry and Fire Protection: https://fire.ca.gov/

California Department of Toxic Substances Control: http://www.envirostor.dtsc.ca.gov/public/

California Energy Commission – State Renewable Energy Goal: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy

California Governor's Office of Emergency Services: https://www.caloes.ca.gov/

California Governor's Office of Planning and Research: http://www.opr.ca.gov/

California State Water Resources Control Board: https://www.waterboards.ca.gov/

City of American Canyon - Zero Water Footprint: https://www.cityofamericancanyon.org/government/public-works/water

Federal Emergency Management Agency: https://www.fema.gov/

International Civil Aviation Organization: https://www.icao.int/Pages/default.aspx

Napa County, California: https://www.countyofnapa.org/

- Napa County Code: https://library.municode.com/ca/napa_county/codes/code_of_ordinances?nodeId=NACOCO1993
- Napa County Emergency Services: https://www.countyofnapa.org/353/Emergency-Services
- Napa County Planning, Building, and Environmental Services: https://www.countyofnapa.org/589/Planning-Building-Environmental-Services

Napa Valley Transportation Authority: https://www.nvta.ca.gov/

National Interagency Fire Center: https://www.nifc.gov/

San Francisco Bay Regional Water Quality Board: https://www.waterboards.ca.gov/sanfrancisco bay/

U.S. Department of Interior – Office of Wildland Fire: https://www.doi.gov/wildlandfire/

U.S. Environmental Protection Agency: www.epa.gov

- *Clean Air Act*: https://www.epa.gov/clean-air-act-overview
- *Clean Water Act*: https://www.epa.gov/laws-regulations/summary-clean-water-act
- *Comprehensive Environmental Response, Compensation, and Liability Act* /Superfund: https://www.epa.gov/laws-regulations/summary-comprehensive-environmental-response-compensation-and-liability-act
- Environmental Justice Screening and Mapping Tool: https://ejscreen.epa.gov/mapper/
- *Resource Conservation and Recovery Act*: https://www.epa.gov/rcra
- *Toxic Chemicals Substances Control Act*: https://www.epa.gov/chemicals-under-tsca

U.S. Fish and Wildlife Service

- Federal *Endangered Species Act:* https://www.fws.gov/endangered/laws-policies/
- *Migratory Bird Treaty Act*: https://www.fws.gov/birds/policies-and-regulations/laws-legislations/migratory-bird-treaty-act.php

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Appendix A

Native American Tribal Outreach

Exhibit H: 130

CHAIRPERSON
Laura Miranda
Luiseño

VICE CHAIRPERSON
Reginald Pagaling
Chumash

SECRETARY
Merri Lopez-Keifer
Luiseño

PARLIAMENTARIAN
Russell Attebery
Karuk

COMMISSIONER
Marshall McKay
Wintun

COMMISSIONER
William Mungary
Paiute/White Mountain Apache

COMMISSIONER
Joseph Myers
Pomo

COMMISSIONER
Julie Tumamait-Stenslie
Chumash

COMMISSIONER
[**Vacant**]

EXECUTIVE SECRETARY
Christina Snider
Pomo

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

April 3, 2020

Leroy Laurie
SWCA Environmental Consultants

Via Email to: llaurie@swca.com
Cc to: scottg@mishewal-wappotribe.com

Re: Napa County Airport Cultural Resources Support (SWCA Project No. 59855) Project, Napa County

Dear Mr. Laurie:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were positive. Please contact the Mishewal-Wappo Tribe of Alexander Valley on the attached list for more information. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: Sarah.Fonseca@nahc.ca.gov.

Sincerely,

Sarah Fonseca
Cultural Resources Analyst

Attachment

Native American Heritage Commission
Native American Contacts List
April 3, 2020

Cortina Rancheria - Kletsel Dehe Band of Wintun Indians
Charlie Wright, Chairperson
P.O. Box 1630 Wintun / Patwin
Williams ,CA 95987
(530) 473-3274 Office
(530) 473-3301 Fax

Middletown Rancheria
Jose Simon III, Chairperson
P.O. Box 1035 Pomo
Middletown ,CA 95461 Lake Miwok
sshope@middletownrancheria.com
(707) 987-3670 Office
(707) 987-9091 Fax

Mishewal-Wappo Tribe of Alexander Valley
Scott Gabaldon, Chairperson
2275 Silk Road Wappo
Windsor ,CA 95492
scottg@mishewalwappotribe.com
(707) 494-9159

Yocha Dehe Wintun Nation
Anthony Roberts, Chairperson
P.O. Box 18 Wintun (Patwin)
Brooks ,CA 95606
aroberts@yochadehe-nsn.gov
(530) 796-3400
(530) 796-2143 Fax

This list is current as of the date of this document and is based on the information available to the Commission on the date it was produced.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code,Section 5097.94 of the Public Resources Code, or Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans Tribes for the proposed:
Napa County Airport Cultural Resources Support (SWCA Project No. 59855) Project, Napa County.

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

Certified Mail

June 17, 2020

Charlie Wright, Chairperson
Cortina Rancheria - Kletsel Dehe Band of Wintun Indians
P.O. Box 1630
Williams, CA 95987

Re: Request for Information on Tribal Cultural Resources under the *California Environmental Quality Act* (CEQA) - Napa County Airport Redevelopment Project

Dear Mr. Wright,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as a request for any information that your Tribe may wish to provide the County regarding archaeological or Tribal Cultural Resources in the project area for us to consider during our CEQA review. Please respond with any pertinent information within 30 days of the receipt of this letter to my attention.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer, MPA
Airport Manager

Enclosures: Regional Project Map
Conceptual Project Plan
Archaeological Survey Report

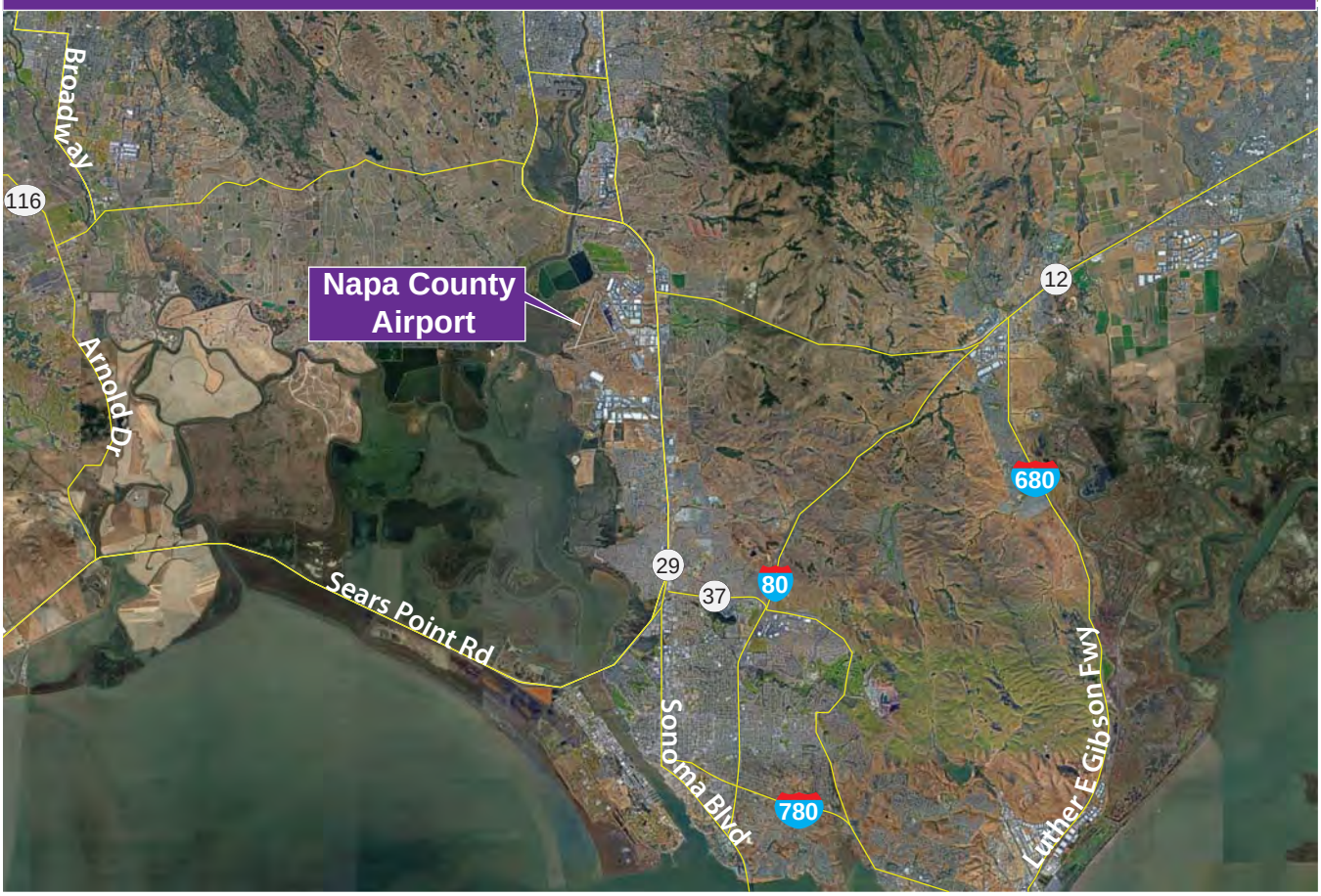

Exhibit 1
LOCATION MAP

Exhibit 2
PROPOSED PROJECT

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A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

Certified Mail

June 17, 2020

Jose Simon III, Chairperson
Middletown Rancheria
P.O. Box 1035
Middletown, CA 95461

Re: Notification of Proposed Project Pursuant to Public Resources Code 21080.3.1
Napa County Airport Redevelopment Project

Dear Mr. Simon,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as notification to the Middletown Rancheria that is traditionally and culturally affiliated with the geographic area of the proposed project pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto]). If your tribe wishes to consult on this project, please contact me in writing, within 30 days of receipt of this letter, to request consultation.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer, MPA
Airport Manager

Enclosures: Regional Project Map
Conceptual Project Plan
Archaeological Survey Report

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

Certified Mail

June 17, 2020

Scott Gabaldon, Chairperson
Mishewal Wappo Tribe of Alexander Valley
P.O. Box 1086
Santa Rosa, CA 95402

Re: Notification of Proposed Project Pursuant to Public Resources Code 21080.3.1
Napa County Airport Redevelopment Project

Dear Mr. Gabaldon,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as notification to the Middletown Rancheria that is traditionally and culturally affiliated with the geographic area of the proposed project pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto]). If your tribe wishes to consult on this project, please contact me in writing, within 30 days of receipt of this letter, to request consultation.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer, MPA
Airport Manager

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Steven E. Lederer
Director

Certified Mail

June 17, 2020

Isaac Bojorquez
Anthony Roberts, Chairperson
Yocha Dehe Wintun Nation
P.O. Box 18
Brooks, CA 95606

Re: Notification of Proposed Project Pursuant to Public Resources Code 21080.3.1
Napa County Airport Redevelopment Project

Dear Mr. Bojorquez and Mr. Roberts,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as notification to the Middletown Rancheria that is traditionally and culturally affiliated with the geographic area of the proposed project pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto]). If your tribe wishes to consult on this project, please contact me in writing, within 30 days of receipt of this letter, to request consultation.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer, MPA
Airport Manager

Enclosures: Regional Project Map
Conceptual Project Plan
Archaeological Survey Report

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

July 8, 2020
*Corrected

Isaac Bojorquez
Anthony Roberts, Chairperson
Yocha Dehe Wintun Nation
P.O. Box 18
Brooks, CA 95606

Re: Notification of Proposed Project Pursuant to Public Resources Code 21080.3.1
Napa County Airport Redevelopment Project

Dear Mr. Bojorquez and Mr. Roberts,

The Napa County Airport is currently considering proposed redevelopment of its existing general aviation (GA) terminal area. A regional location map and conceptual project exhibit are attached. No additional development will occur off the airport. Rather, an existing 24-acre area will be redeveloped to accommodate new planned fixed base operator activity. No archaeological or Tribal Cultural Resources are known to occur within the project area. See attached archaeological survey report.

This letter serves as notification to the Yocha Dehe Wintun Nation that is traditionally and culturally affiliated with the geographic area of the proposed project pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto]). If your tribe wishes to consult on this project, please contact me in writing, within 30 days of receipt of this letter, to request consultation.

If you should have any questions, please feel free to contact by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer

Greg Baer, MPA
Airport Manager

Enclosures: Regional Project Map
Conceptual Project Plan
Archaeological Survey Report

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Napa County Airport

2030 Airport Road
Napa, CA 94558
www.napacountyairport.org

Main: (707) 253-4300
Fax: (707) 253-4330

Steven E. Lederer
Director

August 11, 2020

Laverne Bill
Cultural Resources Manager
Yocha Dehe Wintun Nation
P.O. Box 18
Brooks, CA 95606

Via Electronic Mail

Re: Consultation Complete - Tribal Consultation Pursuant to Public Resources Code 21080.3.1 (Assembly Bill 52 [Gatto])
Napa County Airport Redevelopment Project
2030 Airport Road, APN: 057-050-009

Dear Mr. Bill:

Thank you for your and Eric Hernandez's time to meet with me at the Napa County Airport (Airport) last Friday, August 7, 2020 as part of the Tribal Consultation Process associated with the subject project.

After providing a copy of the Airport's Draft Terminal Area Redevelopment Plan, I went over airport history as it relates to Fixed Base Operator (FBO) operations at the Airport, and the Airport's current process for future redevelopment and the potential to have a second FBO. Following that summary, we walked the area where redevelopment would occur, and I described the general scope of anticipated improvements.

Based on your understanding of the project and cultural resources in the general area, you requested that the project include pre-construction cultural sensitivity training under your direction, as well as on-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal. These requested provisions have been incorporated into the project's California Environmental Quality Act (CEQA) document expected to be published for public review next week. Based on aforementioned site visit and incorporation of the requested actions into the project, the County now considers the Tribal Consultation process as being complete.

Thank you for your ongoing interest in this development project at the Napa County Airport. If you have any questions, please feel free to contact me by telephone at 707-253-4665 or via email at greg.baer@countyofnapa.org.

Sincerely,

Greg Baer

Greg Baer
Napa County Airport Manager

Appendix B

Biological Resources Assessment

Exhibit H: B

BIOLOGICAL RESOURCES ASSESSMENT
FOR THE

±58-ACRE NAPA COUNTY AIRPORT TERMINAL REDEVELOPMENT PROJECT STUDY AREA

NAPA COUNTY, CALIFORNIA

Prepared for:

Coffman Associates
4835 E. Cactus Rd., Ste 235
Scottsdale, AZ 85254

Prepared by:

Salix consulting, inc.
11601 Blocker Drive, Ste.100
Auburn, California 95603
(530) 888-0130

JUNE 2020

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Biological Resources Assessment
for the
±58-ACRE NAPA COUNTY AIRPORT TERMINAL REDEVELOPMENT PROJECT STUDY AREA

INTRODUCTION

Project Location

Salix Consulting, Inc. (Salix) has prepared a Biological Resources Assessment for the ±58-acre Napa County Airport Terminal Redevelopment Drainage Improvement Project Study Area (study area) located in unincorporated Napa County, California.

The Napa County Airport property occupies approximately 730 acres in southern Napa County west of the intersection of State Route 29 and State Route 12, approximately five miles south of the City of Napa and one mile north of the City of American Canyon (Figure 1). The airport is about five miles north of San Pablo Bay and one mile east of the Napa River. The study area of approximately 58 acres is located in the eastern portion of the airport property.

It is situated in Sections 2, 3, and 11, of Township 4 North and Range 4 West on the Cuttings Wharf USGS 7 ½ minute quadrangle (Figure 1). The approximate coordinates for the center of the property are: 38°13′ 07.17″ N and 122°16′ 45.36″ W.

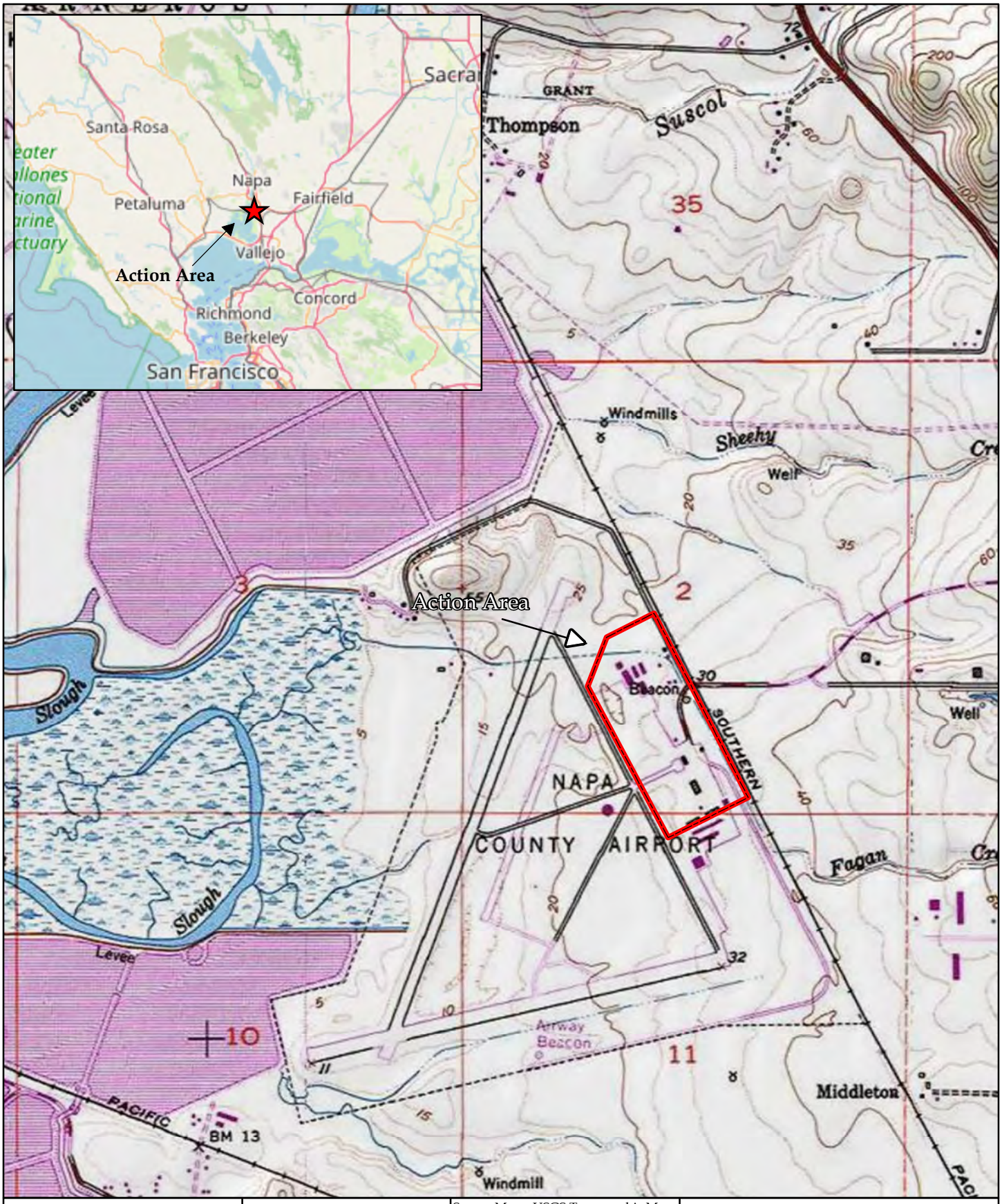
Project Setting

The airport is bounded to the west by former salt evaporation ponds and marshland, to the northwest by wastewater treatment facility, to the east by industrial and commercial developments, and southwest by undeveloped agricultural lands that are zoned for industrial use.

The airport occurs in a low-lying area at elevations of approximately 10 to 35 feet above mean sea level. A large portion of the airport has been constructed on fill, which is assumed to have been placed during the early construction period in the 1940's. The western and southwestern perimeters of the airport include tidally-influenced salt marshes. Much of the airport property drains into these marshes and ultimately into the lower reaches of the Napa River. Fagan Creek drains the eastern, northern, and northwestern portions of the airport, although it is channelized around the airport and flows through a culvert under taxiway K and runway 18L before draining into Fagan Marsh (Figure 2).

Background

Napa County Airport is proposing the redevelopment of the existing terminal area in order to increase in the apron area, accommodate the construction of terminal and maintenance facilities and hangars for fixed-based operators, and a joint-use parking area, the relocation of an existing self-serve fuel island, the airfield lighting vault



Salix consulting, inc.

N

0 1,000 2,000

Feet

Source Maps: USGS Topographic Map
Cuttings Warf Quad 1:24,000
S02+03+11+10 T04N R04W

Figure 1

SITE AND VICINITY MAP

Taxiway H

Napa County, CA

Salix consulting, inc.

N

0 200 400

Feet

Action Area
±58 acres)

Photo source: Napa County, 6-19-18

Figure 2

AERIAL MAP

Napa Airport Terminal Redevelopment
Napa County, CA

and beacon, and expansion of the fuel farm. The existing terminal building and a few other existing buildings will be demolished.

Objectives of Biological Resources Assessment

- Identify and describe the biological communities present in the study area
- Record plant and animal species observed in the study area
- Determine if the study area may or could contain federally and state-listed sensitive resources that could be affected directly or indirectly by project activities
- Provide recommendations for mitigations to avoid or minimize impacts to the sensitive resources to the extent feasible.

METHODS

Literature Review

As part of this assessment, Salix biologists reviewed aerial photographs, USGS maps, and site maps for the study area. Standard publications were reviewed to provide information on life history, habitat requirements, and distribution of regionally occurring plant and animal species. They include published books, field guides, and the California Wildlife Habitats Relationships Program. Publications utilized in this assessment are included in the References section of this document.

In addition, the following studies were reviewed:

- 2006 *Biological Assessment for the Napa County Airport Master Plan* (Jim Wallace Environmental Consulting Services 2006),
- 2008 *Revised Biological Assessment for the Napa County Airport Master Plan* (Jim Wallace Environmental Consulting Services 2008a),
- 2008 *Draft Environmental Assessment for the Napa County Airport Master Plan* (Jim Wallace Environmental Consulting Services 2008b),
- 2010 *Napa County Airport Federal Aviation Administration 2010 Revised Biological Assessment for the South Side Hangar Development*,
- *Biological Assessment for the Runway 18R-36L Rehabilitation Project* (Salix Consulting 2015),
- *Biological Assessment for the Runway 18L-36R Rehabilitation Project* (Salix Consulting 2017), and
- *Biological Assessment for the Taxiway H Rehabilitation Project* (Salix Consulting 2018).

Special-Status Species Reports

To determine which special-status species could occur within or near the study area, Salix biologists queried the California Natural Diversity Data Base (CDFW 2020) for reported occurrences of special-status fish, wildlife, and plant species in the region surrounding the study area, the U.S. Fish and Wildlife Service (USFWS 2020) IPaC Trust

Resources Report generated for the study area, and the California Native Plant Society Inventory (CNPS 2020) generated for the region surrounding the study area. The six-quadrangle search area included Benicia, Cordelia, Cuttings Wharf, Mare Island, Petaluma Point, and Sears Point USGS quadrangles.

For the purposes of this report, special-status species are those that fall into one or more of the following categories:

- Listed as endangered or threatened under the federal Endangered Species Act (or candidate species, or formally proposed for listing);
- Listed as endangered or threatened under the California Endangered Species Act (or proposed for listing);
- Designated as rare, protected, or fully protected pursuant to California Fish and Game Code;
- Designated a Species of Special Concern by the California Department of Fish and Wildlife, or
- Designated as Ranks 1, 2, or 3 on lists maintained by the California Native Plant Society.

Field Assessment

A field assessment of the study area was conducted by Jeff Glazner on April 29, 2020, to identify existing conditions and assess the site for the presence or absence of federally and state-sensitive resources. During the field assessments, plants and animals observed on site were recorded, habitat types were determined, and the potential for the site to support special-status species known from the region was assessed. A list of plants observed appears in Appendix A. Plant names are according to *The Jepson Flora Project (Jepson eflora)* or more recent publications if the nomenclature for any species has changed. Wildlife observed are identified in the **Wildlife Occurrence and Use** section of the report below.

SURVEY AND LITERATURE SEARCH RESULTS

Biological Communities

Three primary biological communities occur within the study area and include ruderal annual grassland, Fagan Creek, and pavement/buildings/landscaping (Table 1 and Figure 3). The biological communities within the Action Area are primarily developed and disturbed, as described below. Site photographs were taken from locations identified in Figure 4, and site photos are presented in Figures 4a-4d.

Table 1.
Biological Communities Present within the
Napa Airport Terminal Redevelopment Study Area

Biological Community	Approximate Acreage
Ruderal Annual grassland	16.9
Fagan Creek	1.0
Pavement/buildings/landscaping	40.1
Total	**58**

Annual Grassland

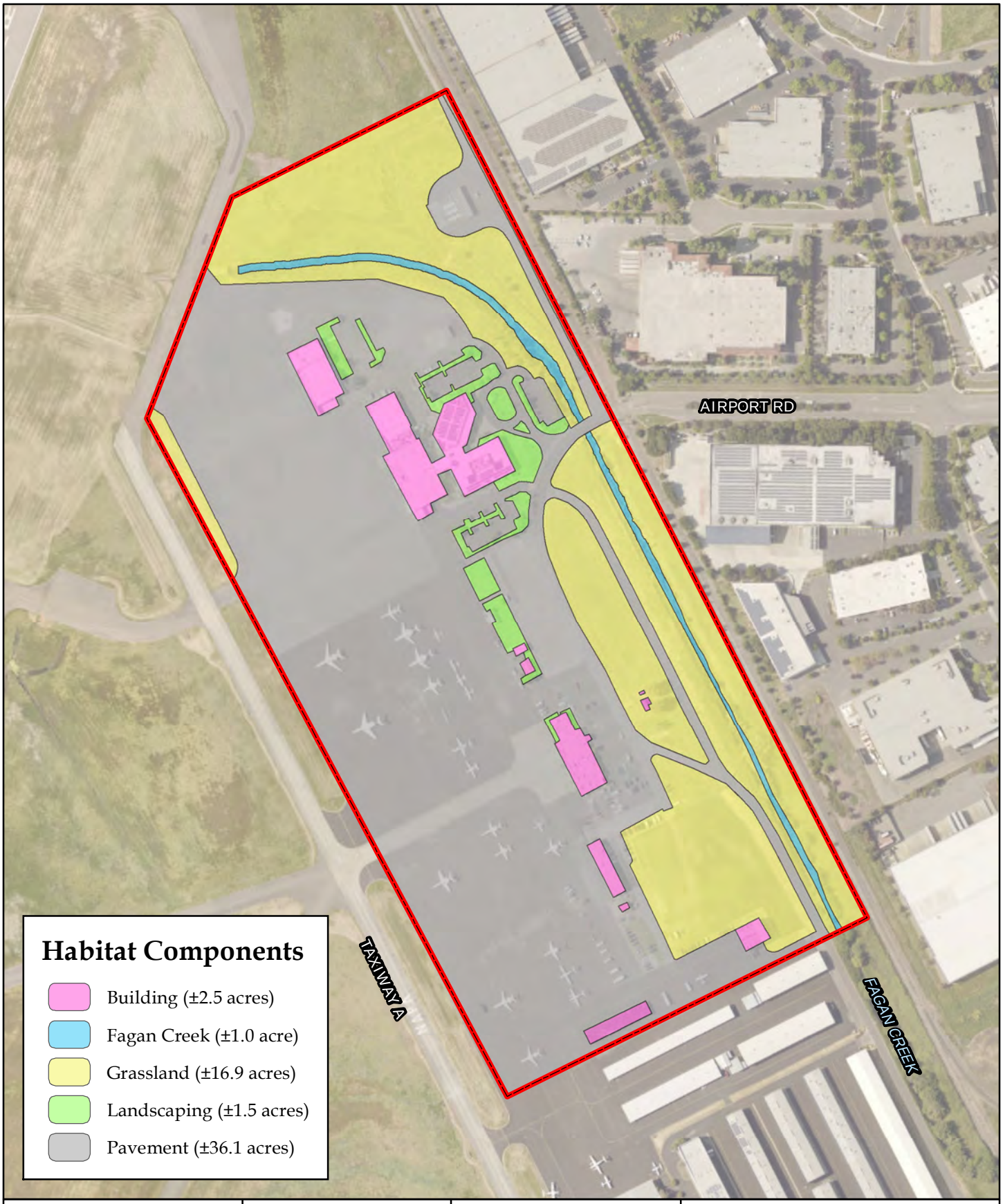
The Action Area contains several areas of ruderal annual grassland. These areas are all similar in that they are mowed frequently and support a weedy, mostly annual flora. Common grass species include Italian rye grass (*Festuca perennis*), wall barley (*Hordeum murinim*), wild oats (*Avena fatua*), and bromes (*Bromus hordeaceus*, *B. diandrus*). Common forbs include rose clover (*Trifolium hirtum*), field bindweed (*Convolvulus arvensis*), yellow star thistle (*Centaurea solstitialis*), bristly ox-tongue (*Helminthotheca echioides*), and wild radish (*Raphanus sativus*). A few scattered shrubs occur within annual grassland in the northern portion of the site and consist mostly of coyote brush (*Baccharis pilularis*) and ornamental species.

Fagan Creek

Fagan Creek was rerouted and configured many decades ago into its current configuration. It is generally a trapezoidal channel with very steep side slopes (2:1 or steeper) and contains an inset bench and a low flow channel (Figure 7a). Portions of the creek support riparian vegetation (woody hydrophytes), mostly willow (*Salix laevigata* and *S. exigua*), Fremont cottonwood (*Populus fremontii*), and northern black walnut (*Juglans hindsii*). The creek receives urban runoff and is presumed wet year-round. It supports a wetland plant community near the water.

Developed: Pavement/Buildings/Landscaping

The remainder of and large majority of the project is already developed with pavement and buildings. Within this 40+ acres, ±36 acres is pavement, ±2.5 acres is buildings, and ±1.5 acres is landscaped in association with the buildings. There are no biological sensitivities within these areas except for nesting birds.



Salix consulting, inc.

N

0 175 350

Feet

Action Area (±58 acres)

Photo source: Napa County, 6-19-18

Figure 3

HABITAT MAP

Napa Airport Terminal Redevelopment

Napa County, CA

Salix consulting, inc.

N

0 175 350

Feet

Action Area (±58 acres)

Photo source: Napa County, 6-19-18

Figure 4

PHOTO POINTS

Napa Airport Terminal Redevelopment

Napa County, CA

Site photo – Photo point #1

Site photo – Photo point #2

Salix consulting, inc.

Photo date: April 29, 2020

Figure 4a

SITE PHOTOS

Napa Airport Terminal Redevelopment

Napa County, CA

Site photo – Photo point #3

Site photo – Photo point #4

Salix consulting, inc.

Photo date: April 29, 2020

Figure 4b

SITE PHOTOS

Napa Airport Terminal Redevelopment

Napa County, CA

Site photo – Photo point #5

Site photo – Photo point #6

Salix consulting, inc.

Photo date: April 29, 2020

Figure 4c

SITE PHOTOS

Napa Airport Terminal Redevelopment

Napa County, CA

Site photo – Photo point #7

Site photo – Photo point #8

Salix consulting, inc.

Photo date: April 29, 2020

Figure 4d

SITE PHOTOS

Napa Airport Terminal Redevelopment

Napa County, CA

Wildlife Occurrence and Use

The study area supports wildlife species generally adapted to urban interface settings. The ruderal grassland is frequently mowed and maintained but still provides habitat for a variety of small mammals and rodents including Botta's pocket gopher (*Thomomys bottae*), California meadow mouse (*Microtus californicus*), western harvest mouse (*Reithrodontomys megalotis*), and black-tailed hare (*Lepus californicus*). Striped skunk (*Mephitis mephitis*), raccoon (*Procyon lotor*), Virginia opossum (*Didelphis virginiana*), and coyote (*Canis latrans*) have also been observed on the airport and would be attracted to the Fagan Creek corridor.

Although habitat is limited, raptors may forage in ruderal annual grassland of the study area. The Eucalyptus on the site (near the beacon) are tall and provide good roosting habitat. Both resident and migratory songbirds utilize the Fagan Creek corridor as quality nesting and foraging habitat is present. Dense vegetation in the creek corridor also provides cover. During the site visit, red-winged blackbird, Brewer's blackbird, white-crowned sparrow, house finch, American crow, black phoebe, mourning dove, American robin, and turkey vulture were observed.

Waters of the United States

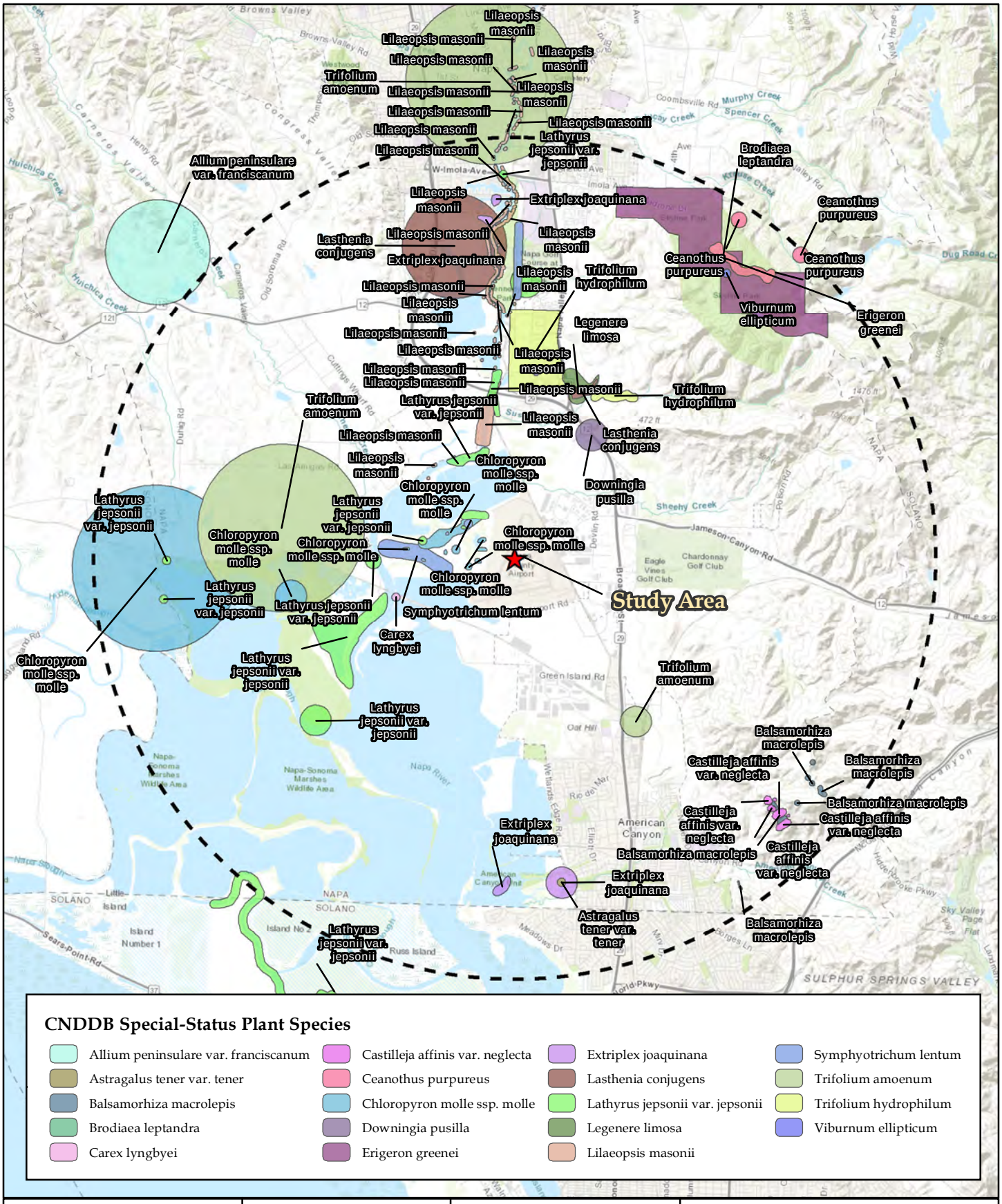
The wetland delineation map for the entire airport property was verified by the U.S. Army Corps of Engineers (Corps) on January 13, 2010. The study area was examined for features that might meet the definition of waters of the U.S. (e.g., streams, wetland swales, seasonal marsh). Other than Fagan Creek, there are no waters of the U.S. within the study area.

Special-Status Species

To determine potentially-occurring federally and state-listed special-status species, the standard databases from the USFWS (IPaC 2020), CDFW (CNDDB 2020), and CNPS (CNPS 2020) were queried and reviewed. These searches provided list of regionally-occurring special-status species and were used to determine which species may have some potential to occur within or near the study area.

Appendix B lists potentially-occurring special-status plants as compiled from the queries as described above, describes their habitat requirements, and discusses their probability to occur within the study area. Figure 5a shows approximate locations of reported occurrences of special-status plants, according to the CNDDB

Appendix C lists potentially-occurring special-status animals as compiled from the queries as described above, describes their habitat requirements, and discusses their probability to occur within the study area. Figure 5b shows approximate locations of reported occurrences of special-status animals within a five-mile radius of the study area, according to the CNDDB.



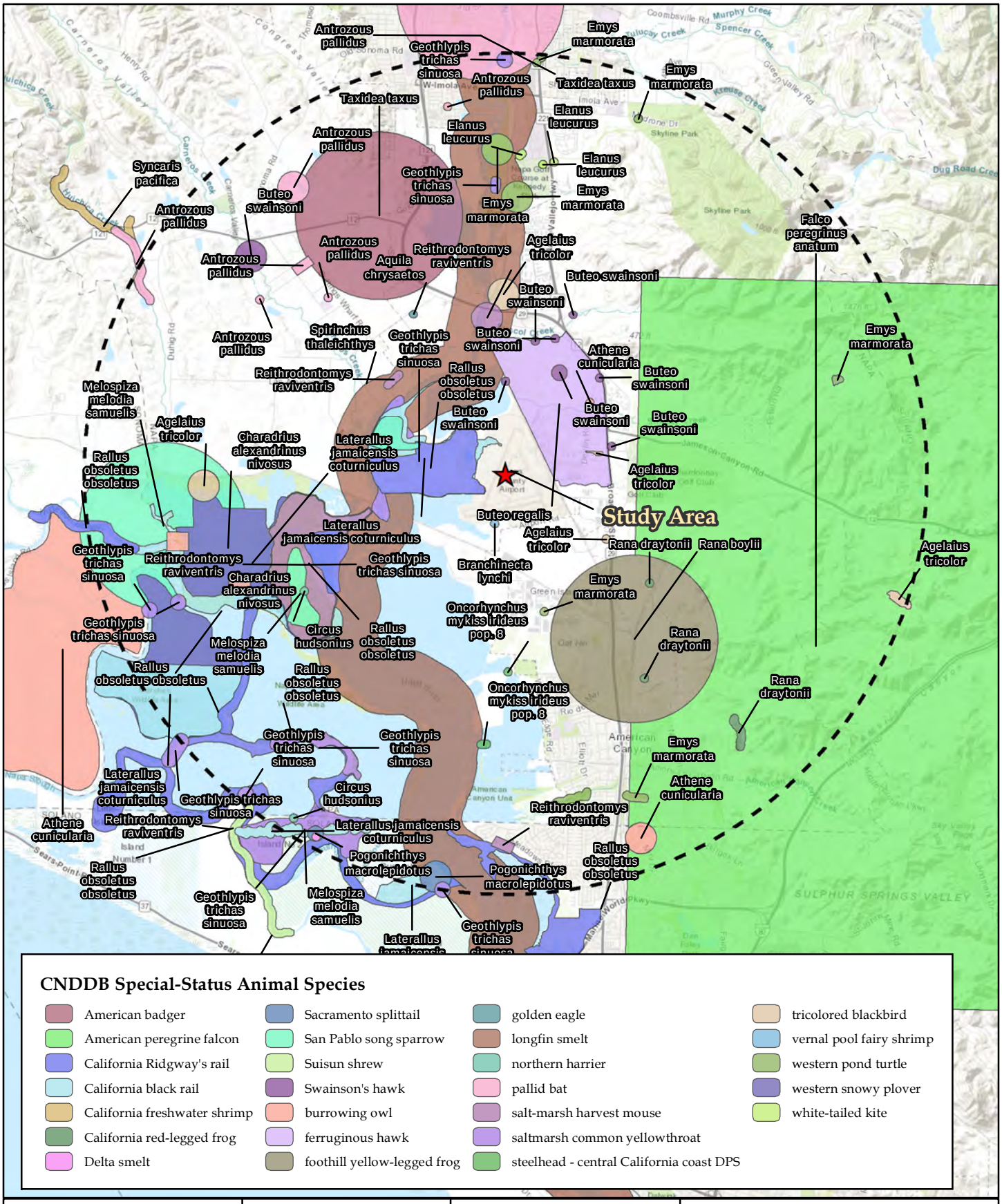
Salix consulting, inc.

Figure 5a

CNDDB OCCURRENCES MAP

Napa Airport Terminal Redevelopment

Napa County, CA



Salix consulting, inc.

Figure 5b

CNDDB OCCURRENCES MAP

Napa Airport Terminal Redevelopment

Napa County, CA

Of the 35 potentially-occurring plant species in Appendix B, 19 were identified as occurring within or near a 5-mile radius of the study area (Figure 5a). Thirty-two (32) plant species in Appendix B were determined to have no potential for occurring onsite due to the absence of suitable habitat or substrates, as described in Appendix B. Three plant species were determined to be unlikely to occur and are listed in Table 2 below.

Of the 39 animal species in Appendix C, 26 were identified as occurring within or near the 5-mile radius of the study area (Figure 5b). Thirty-four (34) animal species in Appendix C were determined to have no potential for occurring onsite due to the absence of suitable habitats, as described in Appendix C. Five (5) of the animal species listed in Appendix C were determined to have some potential for occurring onsite (unlikely or possible) and are listed in Table 2 below.

Table 2

Special-status Species

Determined to have SOME POTENTIAL to Occur

Within the Napa County Airport Terminal Redevelopment Study Area

Species	Status* Federal	State	CNPS	Habitat	Potential for Occurrence Within Study Area**
Plants					
Diablo helianthella *Helianthella castanaea*	-	-	1B.2	Broadleafed upland forest; chaparral; cismontane woodland; coastal scrub; riparian woodland; valley and foothill grassland.	Unlikely. Occurs in open grasslands, but not observed in any field survey on the site.
Pale yellow hayfield tarplant *Hemizonia congesta congesta*	-	-	1B.2	Valley and foothill grassland.20 to 560 meters.	Unlikely. Occurs in open grasslands, but not observed in any field survey on the site.
Fragrant fritillary *Fritillaria liliacea*	-	-	1B.2	Coastal prairie; coastal scrub; valley and foothill grassland; [often serpentinite].	Unlikely. Marginal habitat in grassy areas that are regularly mowed. Not detected during field surveys.

Species	Status* Federal	State	CNPS	Habitat	Potential for Occurrence Within Study Area**
Amphibians					
Foothill yellow-legged frog *Rana boylii*	-	CC	-	Found in partially shaded, shallow streams with rocky substrates. Needs some cobble-sized rocks as a substrate for egg-laying.Requires water for 15 weeks for larval transformation.	Unlikely. Very marginal habitat in Fagan Creek. Not observed during field survey.
Reptiles					
Western pond turtle *Actinemys marmorata*	-	SSC	-	Inhabits ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. Needs suitable basking sites and upland habitat for egg laying.	Possible. May occur in slow-moving reaches of Fagan Creek. Not observed during field survey
Birds					
White-tailed kite *Elanus leucurus*	-	CFP	-	Found in lower foothills and valley margins with scattered oaks and along river bottomlands or marshes adjacent to oak woodlands. Nests in trees with dense tops.	Unlikely. Marginal nesting habitat among large trees of creek and nearby eucalyptus. Not observed during field survey
Swainson's hawk *Buteo swainsoni*	-	CT	-	Breeds in open areas with scattered trees; prefers riparian and sparse oak woodland habitats. Requires nearby grasslands, grain fields, or alfalfa for foraging. Rare breeding species in Central Valley.	Unlikely. Marginal nesting habitat in the taller trees in study area. Not observed during field survey
Burrowing owl *Athene cunicularia*	-	SSC	-	Found in annual grasslands. Nests in burrows dug by small mammals, primarily ground squirrels.	Unlikely. Study area contains marginal habitat. Not observed during field survey

*Status Codes:

State

CC California Candidate
CFP California Fully Protected
CT California Threatened
SSC California Species of Concern

CNPS

Rank 1B Rare, Threatened, or Endangered in California

**Definitions for the Potential to Occur:

Possible. Marginal to suitable habitat occurs, and the study area occurs within the range of the species.

Unlikely. Some habitat may occur, but disturbance may restrict/eliminate the possibility of occurrence. Habitat may be very marginal, or study area is outside range of species.

Plants

As discussed above, 19 special-status plants are known from the six-quadrangle region surrounding the study area, as illustrated in Figure 5a. These include:

- *Allium peninsulare var. franciscanum*
- *Astragalus tener var. tener*
- *Balsamorhiza macrolepis*
- *Brodiaea leptandra*
- *Carex lyngbyei*
- *Castilleja affinis var. neglecta*
- *Ceanothus purpureus*
- *Chloropyron molle ssp. molle*
- *Downingia pusilla*
- *Erigeron greenei*
- *Extriplex joaquinana*
- *Lasthenia conjugens*
- *Lathyrus jepsonii var. jepsonii*
- *Legenere limosa*
- *Lilaeopsis masonii*
- *Symphyotrichum lentum*
- *Trifolium amoenum*
- *Trifolium hydrophilum*
- *Viburnum ellipticum*

The Napa Airport Terminal Redevelopment study area lacks wetlands, vernal pools, marshes, undisturbed grassland, dry slopes, alkaline soils, clayey soils, serpentinite, volcanic soils, brackish areas, woodlands, and/or shaded areas necessary to support all of the above-listed species (See Appendix B for habitat requirements). Thus, none of the special-status plants known from the surrounding region has any potential to occur onsite. These findings were confirmed during the field assessments. The three species that were determined to have some potential to occur (Table 2 above) are not reported by CNDDB to occur within the surrounding region.

Wildlife

As discussed above, 26 special-status animals are known from the six-quadrangle region surrounding the study area, as illustrated in Figure 5b. Of these species, 21 require specific aquatic habitats, including vernal pools, rivers, sloughs or marshes, open brackish water, specific types of streams, ponds, or riparian habitats that are not present within the study area (as described in Appendix C. These species include:

- American badger
- American peregrine falcon
- California Ridgway's rail
- California black rail
- California freshwater shrimp
- California red-legged frog
- Delta smelt
- Sacramento splittail
- San Pablo song sparrow
- Suisun shrew
- ferruginous hawk
- golden eagle
- longfin smelt
- northern harrier
- pallid bat
- salt-marsh harvest mouse
- saltmarsh common yellowthroat
- steelhead - central California coast DPS
- tricolored blackbird
- vernal pool fairy shrimp
- western snowy plover

None of these species has any potential to occur within the study area.

Five animal species that are known from the six-quadrangle region surrounding the study area do have some potential to occur within the study area and are described in Table 2 above and in Appendix C. These include:

- foothill yellow-legged frog
- western pond turtle
- white-tailed kite
- Swainson's hawk
- burrowing owl

In addition, it is noted that no elderberries (*Sambucus nigra*) were found on the site, thus there is no potential for valley elderberry longhorn beetle to occur.

POTENTIAL IMPACTS

The following assessment of potential impacts to biological resources conforms to the list of resources that are to be evaluated in the Napa County Environmental Checklist Form (Form). The Form asks the following questions:

a) Will the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

> The proposed project will have **Less than significant impact** because no sensitive species have been identified in the project footprint that would be affected by the proposed project.

b) Will the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

> The proposed project will have **Less than significant impact.** The proposed project will have two outfalls into Fagan Creek and have minor impacts to the creek corridor and riparian vegetation. Depending on the final design, this action could require a 404 Permit, a 401 Certification, and a Lake and Streambed Alteration Agreement (1602). The regulatory agencies will require avoidance and/or minimization measures to prevent significant impacts from occurring as conditions of the appropriate permit.

c) Will the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

> The proposed project will have **Less than significant impact**. As stated above, the proposed project will have two outfalls into Fagan Creek and will presumably have minor impacts to waters of the U.S. (below the ordinary high water mark). Depending on the final design, this action

could require a 404 Permit, a 401 Certification, and a Lake and Streambed Alteration Agreement (1602). The regulatory agencies will require avoidance and/or minimization measures to prevent significant impacts from occurring as conditions of the appropriate permit.

d) Will the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The proposed project will have **Less than significant impact** because it will not affect native resident or migratory fish or wildlife species, nor the travel corridor.

e) Will the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The proposed project will have **Less than significant impact.** The general area surrounding Fagan Creek has slopes under one percent, Napa County's Conservation Regulations may call for a construction setback from Fagan Creek of 35 feet from the top of bank. No development will occur within the required setback. Note: it appears that Fagan Creek does not appear on the list of creeks requiring setbacks in the *Implementation Guide - Water Quality & Tree Protection Ordinance*. However, any setbacks from Fagan Creek (a perennial stream) that are mandated in the 2019 Napa County Water Quality and Tree Protection Ordinance (WQTPO) will be adhered to. The airport is not located in a Municipal watershed or in an Agricultural Watershed zoning district.

Regarding tree protections, it appears that the eucalyptus and ornamental trees that will be removed are not included in the definition of "vegetation canopy cover" of the WQTPO. According to the WQTPO, "**Vegetation canopy cover"** means the biotic communities classified as oak woodland, riparian oak woodland, or coniferous forest based on the current Manual of California Vegetation (MCV) and as described in the Napa County Baseline Data Report.

f) Will the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

There will be **No impact** because the proposed project is not located in an adopted conservation plan area.

Waters of the United States

The study area contains one feature that qualifies as a "waters of the United States" (WOTUS), Fagan Creek. Therefore, Clean Water Act permits (Section 404 from U.S. Army Corps of Engineers and Section 401 Water Quality Certification from Regional Water Quality Control Board) may be required.

On April 21, 2020, the U.S. Environmental Protection Agency (EPA) and the Department of the Army (Army) published the Navigable Waters Protection Rule to define WOTUS in the *Federal Register*. The agencies are streamlining the definition so that it includes four simple categories of jurisdictional waters, provides clear exclusions for many water features that traditionally have not been regulated, and defines terms in the regulatory text that have never been defined before. The final rule will become effective on June 22, 2020 (EPA 2020). It is anticipated that the Final Rule is likely to be challenged prior to the effective date. The existing rules apply to any application submitted prior to the effective date, and existing rules would continue to apply during any litigation period.

Streams, Pond, and Riparian Habitat

Fagan Creek and its associated riparian habitat are within the regulatory authority of the California Department of Fish and Wildlife. Impacts to the creek and associated habitat would require a Lake and Streambed Agreement from the Department.

Special-Status Plants

An analysis of regionally-occurring special-status plants was conducted as a part of this study. The site assessment included a botanical evaluation to determine the presence or absence of special-status plant species. The assessment was conducted during the bloom period for the species with any potential to occur within the study area: Diablo helianthella, pale yellow hayfield tarplant, and fragrant fritillary, and none were detected. Therefore, no further action is recommended.

Special-Status Wildlife

The project should implement Best Management Practices (BMPs) to avoid any detrimental water quality impacts to Fagan Creek. If any disturbance to Fagan Creek is proposed, a survey for western pond turtle should be performed. If turtles are detected, they should be relocated to a safe reach of the same stream prior to the initiation of construction activity.

Native birds are protected under the Migratory Bird Treaty Act of 1918 (MBTA), which makes it unlawful without a waiver to pursue, hunt, take, capture, kill, or sell birds listed therein as migratory birds. The statute does not discriminate between live or dead birds and grants full protection to any bird parts including feathers, eggs, and nests. The MBTA has been revised periodically to add and remove species and correct taxonomy (U.S. Code Title 16 §703).

In addition, California Fish and Game Code §§3503, 3503.5, and 3513 prohibit the take, possession of, or needless destruction of the nest or eggs of any bird (section 3503) or any bird-of-prey (section 3503.5). In short, the laws prohibit the take of non-endangered or non-threatened nesting birds and birds-of-prey.

Potential nesting habitat for common raptors and other birds protected by the Migratory Bird Treaty Act (such as white-tailed kite) occurs in association with trees and shrubs located in the study area. If any tree removal or adjacent construction activity takes place during the breeding/ nesting season (February 1 through August 31), disturbance of nesting activities could occur. To avoid impacts to nesting birds, pre-construction surveys should be conducted by a qualified biologist no more than 15 days prior to initiation of proposed development activities. If active nests are found on or immediately adjacent to the site, the County of Napa shall be contacted and if requested, CDFW, to determine appropriate avoidance measures. If no nesting is found to occur, necessary vegetation removal could then proceed.

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Appendix A.
Plant Species Observed Within the Napa County Airport Terminal Study Area

Appendix A

Napa Airport Terminal - Plants Observed - April 29, 2020

Ferns and Allies

Equisetaceae - Horsetail Family

Equisetum arvense	Common horsetail

Angiosperms - Dicots

Apiaceae (Umbelliferae) - Carrot Family

**Conium maculatum*	Poison hemlock
**Foeniculum vulgare*	Sweet fennel

Apocynaceae - Dogbane/Milkweed Family

**Vinca major*	Periwinkle

Asteraceae (Compositae) - Sunflower Family

Achyrachaena mollis	Blow-wives
Baccharis pilularis	Coyote brush
**Carduus pycnocephalus*	Italian thistle
**Centaurea solstitialis*	Yellow starthistle
**Cirsium vulgare*	Bull thistle
**Helminthotheca echioides*	Bristly ox-tongue
**Hypochaeris glabra*	Smooth cat's-ear
**Lactuca serriola*	Prickly lettuce
**Matricaria discoidea*	Pineapple-weed
**Senecio vulgaris*	Common groundsel
**Silybum marianum*	Milk thistle
**Sonchus asper subsp. asper*	Prickly sow-thistle
**Sonchus oleraceus*	Common sow-thistle
**Taraxacum officinale*	Common dandelion

Boraginaceae - Borage Family

Amsinckia menziesii	Rancher's fireweed

Brassicaceae (Cruciferae) - Mustard Family

**Hirschfeldia incana*	Short-podded mustard
Nasturtium officinale	Watercress
**Raphanus sativus*	Wild radish
**Sinapis arvensis*	Wild mustard

Caryophyllaceae - Pink Family

**Silene gallica*	Windmill-pink
**Stellaria media*	Common chickweed

Convolvulaceae - Morning-Glory Family

**Convolvulus arvensis*	Bindweed

Dipsacaceae - Teasel Familly

**Dipsacus fullonum*	Fuller's teasel

Euphorbiaceae - Spurge Family

Croton setiger	Turkey mullein

* Indicates a non-native species

Fabaceae (Leguminosae) - Legume Family

Acmispon americanus	Spanish lotus
**Lotus corniculatus*	Bird's-foot trefoil
Lupinus bicolor	Miniature lupine
**Medicago polymorpha*	California burclover
**Melilotus indicus*	Annual yellow sweetclover
**Trifolium hirtum*	Rose clover
**Trifolium repens*	White clover

Fagaceae - Oak Family

Quercus agrifolia	Coast live oak

Geraniaceae - Geranium Family

**Erodium botrys*	Broad-leaf filaree
**Erodium cicutarium*	Red-stem filaree
**Geranium dissectum*	Cut-leaf geranium

Juglandaceae - Walnut Family

Juglans hindsii	Northern California black walnut

Malvaceae - Mallow Family

**Malva neglecta*	Common mallow

Montiaceae - Miner's Lettuce Family

Calandrinia menziesii	Red maids

Myrtaceae - Myrtle Family

**Eucalyptus sp.*	Eucalyptus

Onagraceae - Evening Primrose Family

Epilobium brachycarpum	Summer cottonweed
Epilobium ciliatum	Hairy willow-herb

Papaveraceae - Poppy Family

Eschscholzia californica	California poppy

Plantaginaceae - Plantain Family

**Plantago lanceolata*	English plantain

Polygonaceae - Buckwheat Family

Persicaria lapathifolia	Willow weed
**Polygonum aviculare*	Common knotweed
**Rumex acetosella*	Sheep sorrel
**Rumex crispus*	Curly dock

Rosaceae - Rose Family

**Pyrus calleryana*	Callery pear
Rosa californica	California rose
**Rubus armeniacus*	Himalayan blackberry
Rubus ursinus	California blackberry

Rubiaceae - Madder Family

Galium aparine	Goose grass

Salicaceae - Willow Family

Salix exigua	Narrow-leaved willow
Salix lasiolepis	Arroyo willow

Angiosperms -Monocots

* Indicates a non-native species

Araceae - Arum Family

Lemna sp.	Duckweed

Cyperaceae - Sedge Family

Cyperus eragrostis	Tall flatsedge

Juncaceae - Rush Family

Juncus balticus subsp. ater	Baltic rush
Juncus bufonius	Toad rush
**Juncus effusus*	Soft rush

Poaceae (Gramineae) - Grass Family

**Aira caryophyllea*	Silver European hairgrass
**Avena fatua*	Wild oat
**Briza minor*	Small quaking grass
**Bromus diandrus*	Ripgut grass
**Bromus hordeaceus*	Soft chess
**Cynodon dactylon*	Bermudagrass
Elymus triticoides subsp. triticoides	Creeping wildrye
**Festuca myuros*	Rattail sixweeks grass
**Festuca perennis*	Italian ryegrass
**Hordeum marinum subsp. gussoneanum*	Mediterranean barley
**Hordeum murinum*	Wall barley
**Paspalum dilatatum*	Dallis grass
Paspalum distichum	Knotgrass
**Phalaris aquatica*	Harding grass
**Poa annua*	Annual bluegrass
**Polypogon monspeliensis*	Annual beard grass

Typhaceae - Cattail Family

Typha latifolia	Broad-leaved cattail

* Indicates a non-native species

Appendix B.
Potentially-Occurring Special-Status Plants in the Region of the Napa County Airport Terminal Study Area

Appendix B

Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Apiaceae (Umbelliferae)				
Cicuta maculata bolanderi Bolander's waterhemlock	Fed: - State: - CNPS: Rank 2B.1	July-September	Marshes and swamps (coastal, fresh, or brackish). 0 to 200 meters.	None. No suitable habitat. Study area lacks coastal wetlands.
Eryngium jepsonii Jepson's coyote thistle	Fed: - State: - CNPS: Rank 1B.2	April-August	Clay. Valley and foothill grassland. Vernal pools.	None. No suitable habitat. Study area lacks vernal pools.
Lilaeopsis masonii Mason's lilaeopsis	Fed: - State: CR CNPS: Rank 1B.1	April-October	Marshes and swamps (brackish or freshwater); riparian scrub.	None. No suitable habitat. Study area lacks intertidal marshes.
Asteraceae (Compositae)				
Balsamorhiza macrolepis Big-scale balsam-root	Fed: - State: - CNPS: Rank 1B.2	March-June	Cismontane woodland; valley and foothill grassland; [sometimes serpentinite].	None. No suitable habitat. Study area lacks savannah habitat and undisturbed grassland.
Blennosperma bakeri Sonoma sunshine	Fed: FE State: CE CNPS: Rank 1B.1	February-April	Valley and foothill grassland (mesic); vernal pools.	None. Study occurs outside the known range of the species.
Blepharizonia plumosa Big tarplant	Fed: - State: - CNPS: Rank 1B.1	July-October	Valley and foothill grassland.	None. No suitable habitat. Study area lacks dry slopes in grassland.

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Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Centromadia parryi congdonii Congdon's tarplant	Fed: - State: - CNPS: Rank 1B.1	May-November	Valley and foothill grassland (alkaline).	None. No suitable habitat. Study area lacks alkaline soils.
Centromadia parryi parryi Pappose tarplant	Fed: - State: - CNPS: Rank 1B.2	May-November	Coastal prairie; meadows and seeps; marshes and swamps; vernally wet grassland (sometimes alkaline).	None. No suitable habitat. Study area lacks alkaline soils.
Helianthella castanaea Diablo helianthella	Fed: - State: - CNPS: Rank 1B.2	April-June	Broadleafed upland forest; chaparral; cismontane woodland; coastal scrub; riparian woodland; valley and foothill grassland.	Unlikely. Occurs in open grasslands, but not observed in any field survey on the site.
Hemizonia congesta congesta Pale yellow hayfield tarplant	Fed: - State: - CNPS: Rank 1B.2	April-November	Valley and foothill grassland. 20 to 560 meters.	Unlikely. Occurs in open grasslands, but not observed in any field survey on the site.
Holocarpha macradenia Santa Cruz tarplant	Fed: FT State: CE CNPS: Rank 1B.1	June-October	Coastal prairie; valley and foothill grassland; [often clay].	None. No suitable habitat. Study area lacks sparsely-populated hard-packed clayey areas.
Isocoma arguta Carquinez goldenbush	Fed: - State: - CNPS: Rank 1B.1	August-December	Valley and foothill grassland (alkaline).	None. No suitable habitat. Study area lacks alkaline soils.
Lasthenia conjugens Contra Costa goldfields	Fed: FE State: - CNPS: Rank 1B.1	March-June	Valley and foothill grassland (mesic); vernal pools.	None. No suitable habitat. Study area lacks wetlands.

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Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Lessingia hololeuca Woolly-headed lessingia	Fed: - State: - CNPS: Rank 3.	June-October	Coastal scrub; lower montane confierous forest; valley and foothill grassland; [clay, serpentinite].	None. Usually occurs in woody habiat that is not present within study area.
Micropus amphibolus Mount Diablo cottonweed	Fed: - State: - CNPS: Rank 3.2	March-May	Broad-leaf upland forest; cismontane woodland; valley and foothill grassland. [rocky]	None. No suitable habitat. Study area lacks thin, shallow volcanic soils.
Senecio aphanactis Chaparral ragwort	Fed: - State: - CNPS: Rank 2B.2	January-April	Foothill woodland; coastal scrub; (alkaline).	None. No suitable habitat. Study area lacks alkaline soils.
Symphyotrichum lentum Suisun Marsh aster	Fed: - State: - CNPS: Rank 1B.2	August-November	Marshes and swamps (brackish and fresh water)	None. No suitable habitat. Study area lacks marsh habitat.
Campanulaceae				
Downingia pusilla Dwarf downingia	Fed: - State: - CNPS: Rank 2B.2	March-May	Vernal pools and seasonal wetlands.	None. No suitable habitat. Study area lacks vernal pools.
Legenere limosa Legenere	Fed: - State: - CNPS: Rank 1B.1	April-June	Vernal pools and seasonal wetlands.	None. No suitable habitat. Study area lacks vernal pools.

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Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Caryophyllaceae				
Spergularia macrotheca longistyla Sand-spurrey	Fed: - State: - CNPS: Rank 1B.2	February-May	Alkaline. Meadows and seeps. Marshes and swamps	None. No suitable habitat. Study area lacks alkaline, wetlands.
Chenopodiaceae				
Extriplex joaqinana San Joaquin spearscale	Fed: - State: - CNPS: Rank 1B.2	April-September	Chenopod scrub; meadows; valley and foothill grassland; [alkaline].	None. No suitable habitat. Study area lacks alkaline areas.
Cyperaceae				
Carex lyngbyei Lyngbye's sedge	Fed: - State: - CNPS: Rank 2B.2	May-August	Marshes or swamps (brackish or freshwater)	None. No suitable habitat. Study area lacks brackish wetlands.
Fabaceae (Leguminosae)				
Astragalus tener tener Alkali milkvetch	Fed: - State: - CNPS: Rank 1B.2	March-June	Playas; valley and foothill grassland (adobe clay), vernal pools (alkaline).	None. No suitable habitat. Study area lacks alkaline flats.
Lathyrus jepsonii jepsonii Delta tule pea	Fed: - State: - CNPS: Rank 1B.2	May-September	Marshes and swamps (freshwater and brackish).	None. No suitable habitat. Study area lacks estuarine marshes.
Trifolium amoenum Showy Indian clover	Fed: FE State: - CNPS: Rank 1B.1	April-June	Coastal bluff scrub; Valley and foothill grassland (sometimes serpentinite)	None. No suitable habitat. Study area lacks wet areas. No known occurrences within study area.

Appendix B

Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Trifolium hydrophilum Saline clover	Fed: - State: - CNPS: Rank 1B.2	April-June	Marshes and swamps; valley and foothill grassland (mesic, alkaline); vernal pools. 0-300 m.	None. No suitable habitat. Study area lacks salt marshes.
Liliaceae				
Calochortus pulchellus Mt. Diablo fairy lantern	Fed: - State: - CNPS: Rank 1B.2	April-June	Chaparral; cismontane woodland; valley and foothill grassland.	None. No suitable habitat. Study area lacks shaded/wooded slopes.
Fritillaria liliacea Fragrant fritillary	Fed: - State: - CNPS: Rank 1B.2	February-April	Coastal prairie; coastal scrub; valley and foothill grassland; [often serpentinite].	Unlikely. Marginal habitat in grassy areas that are regularly mowed. Not detected during field surveys.
Orobanchaceae				
Castilleja affinis neglecta Tiburon paintbrush	Fed: FE State: CT CNPS: Rank 1B.2	April-June	Valley and foothill grassland [serpentinite]	None. No suitable habitat occurs within study area.
Chloropyron molle molle Soft salty bird's-beak	Fed: FE State: CR CNPS: Rank 1B.2	July-September	Marshes and swamps (coastal salt).	None. No suitable habitat. Study area lacks marsh habitats.
Polemoniaceae				
Leptosiphon jepsonii Jepson's leptosiphon	Fed: - State: - CNPS: Rank 1B.2	March-May	Chaparral; cismontane woodland (usually volcanic).	None. No suitable habitat. Study area lacks chaparral.

Appendix B

Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site
Polygonaceae				
Eriogonum luteolum caninum Tiburon buckwheat	Fed: - State: - CNPS: Rank 1B.2	June-September	Chaparral; coastal prairie; valley and foothill grassland; [serpentinite].	None. No suitable habitat. Study area lacks serpentinite.
Polygonum marinense Marin knotweed	Fed: - State: - CNPS: Rank 3.1	June-August	Marshes and swamps (coastal salt).	None. No suitable habitat. Study area lacks coastal salt marsh.
Rhamnaceae				
Ceanothus purpureus Holly-leaf ceanothus	Fed: - State: - CNPS: Rank 1B.2	February-April	Chaparral (volcanic).	None. No suitable habitat. Study area lacks volcanic substrate.
Thymelaeaceae				
Dirca occidentalis Western leatherwood	Fed: - State: - CNPS: Rank 1B.2	January-April	Chaparral; riparian, broadleaf, and coniferous woodlands and forests; [mesic locations].	None. No suitable habitat. Study area lacks shaded slopes.

Appendix B

Napa Airport Terminal Project - Special-status Plants with Potential to Occur

Family Taxon Common Name	Status*	Flowering Period	Habitat	Probability on Project Site

***Status**

Federal:
FE - Federal Endangered
FT - Federal Threatened
FPE - Federal Proposed Endangered
FPT - Federal Proposed Threatened
FC - Federal Candidate
FSS - Forest Service Sensitive
FSW - Forest Service Watchlist

State:
CE - California Endangered
CT - California Threatened
CR - California Rare
CSC - California Species of Special Concern

CNPS (California Native Plant Society - List.RED Code):
Rank 1A - Extinct
Rank 1B - Plants rare, threatened, or endangered in California and elsewhere
Rank 2A- Plants extinct in California, but more common elsewhere
Rank 2B - Plants rare, threatened, or endangered in California, more common elsewhere
Rank 3 - Plants about which more information is needed, a review list
Rank 4 - Plants of limited distribution, a watch list
RED Code
1 - Seriously endangered (>80% of occurrences threatened)
2 - Fairly endangered (20 to 80% of occurrences threatened)
3 - Not very endangered (<20% of occurrences threatened)

Appendix C.
Potentially-Occurring Special-Status Animals in the Region of the Napa County Airport Terminal Study Area

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
Invertebrates			
Vernal pool fairy shrimp *Branchinecta lynchi*	Fed: FT State: - Other: -	Vernal pools and other temporary bodies of water in southern and Central Valley of California. Most common in smaller grass or mud bottomed swales or basalt flow depression pools in unplowed grasslands.	None. No suitable habitat present within study area. Species found in one vernal pool located well outside the boundary of the study area and the local watershed for this project.
Conservancy fairy shrimp *Branchinecta conservatio*	Fed: FE State: - Other: -	Endemic to the Central Valley and southern coastal regions of California. Prefers larger, turbid, cool-water vernal pools located in alluvial swales.	None. No populations are located near the study area. Species was not detected during previous surveys conducted in 1993.
California freshwater shrimp *Syncaris pacifica*	Fed: FE State: CE Other: -	Endemic to Marin, Napa, and Sonoma counties in low gradient streams with moderate to heavy riparian canopy. Needs shallow pools away from the main stream flow. Prefers undercut banks with exposed roots.	None. No suitable habitat present within the study area.
Insects			
Valley elderberry longhorn beetle *Desmocerus californicus dimorphus*	Fed: FT State: - Other: *	Requires host plant, elderberry (Sambucus nigra) for its life cycle. Shrubs must have live stem diameters at ground level of 1.0 inch or greater. Occurs in Great Valley and lower foothills.	None. No suitable habitat (host plant) occurs within the study area.
Western bumble bee *Bombus occidentalis*	Fed: State: CE Other: -	Forages on a variety of flowering plants for pollen and nectar.	None. No suitable habitat present due to regular mowing of grassland and maintenance of small landscaped areas.
San Bruno elfin butterfly *Incisialia mossii bayensis*	Fed: FE State: - Other:	Rocky outcrops and ledges, east-facing in coastal scrub on the San Francisco peninsula. Restricted to a few small populations, the largest on San Bruno Mountain. Patchy distribution reflects that of host plant, broadleaf stonecrop (Sedum spathulifolium).	None. No suitable habitat occurs within the study area. Study area outside the range of the species.
Callippe silverspot butterfly *Speyeria callippe callippe*	Fed: FE State: - Other:	Occurs on grassy and shrubby woodlands around San Francisco Bay. Viola pedunculata is the host plant. Males congregate on hilltops.	None. No suitable habitat occurs within the study area.

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
Fish			
Steelhead - Central California Coast ESU *Oncorhynchus mykiss irideus*	Fed: FT State: - Other: -	Central coastal basins from the Russian River, south to Soquel Creek, including San Francisco and San Pablo Bay basins, but excludes the Sacramento-San Joaquin River basins.	None. No suitable habitat occurs within the study area.
Delta smelt *Hypomesus transpacificus*	Fed: FT State: CT Other: -	Endemic to the Sacramento-San Joaquin Delta in coastal and brackish waters. Occurs seasonally in Suisun and San Pablo bays. Spawning usually occurs in dead-end sloughs and shallow channels.	None. No suitable habitat occurs within the study area.
Longfin smelt *Spirinichus thaleichthys*	Fed: FC State: CSC Other:	Endemic to the lower reaches of the Sacramento-San Joaquin River system. Inhabits open waters in the Delta and Suisun Bay. After spawning, larvae are carried downstream to brackish nursery areas.	None. No suitable habitat occurs within the study area.
Sacramento splittail *Pogonichthys macrolepidotus*	Fed: - State: CSC Other:	Found in: (1) the Delta, (2) Suisun Bay, (3) Suisun Marsh, (4) Napa River, (5) Petaluma River, and (6) other parts of the Sacramento-San Joaquin Estuary. Requires flooded vegetation for spawning and rearing.	None. No suitable habitat within study area. Fagan Creek is not a substantial waterway with habitat for spawning and rearing.
Amphibians			
California red-legged frog *Rana draytonii*	Fed: FT State: SSC Other: -	Occurs in lowlands and foothills in deeper pools and slow-moving streams, usually with emergent wetland vegetation. Requires 11-20 weeks of permanent water for larval development.	None. No suitable habitat occurs along the reach of Fagan Creek within the study area.Marginal habitat present along Fagan Creek to the west of the existing perimeter fencing, well beyond the boundary of the study area. No individuals of this species have been
Foothill yellow-legged frog *Rana boylii*	Fed: - State: CC Other: *	Found in partially shaded, shallow streams with rocky substrates. Needs some cobble-sized rocks as a substrate for egg laying. Requires water for 15 weeks for larval transformation.	Unlikely. Very marginal habitat in Fagan Creek
Reptiles			
Western pond turtle *Actinemys marmorata*	Fed: - State: SSC Other: -	Inhabits ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. Needs suitable basking sites and upland habitat for egg laying.	Possible. May occur in slow-moving reaches of Fagan Creek.

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
Green turtle *Chelonia mydas*	Fed: FT State: - Other: -	Mature turtles found in shallow, coastal waters, frequently inshore bays, lagoons and shoals with lush seagrass meadows. Habitats include coral reefs, salt marshes, and nearshore seagrass beds. Eggs laid on beaches.	None. No suitable habitat occurs within the study area.
Alameda striped racer (Alameda whipsnake) *Masticophis lateralis euryxanthus*	Fed: FT State: CT Other:	Occurs primarily in coastal scrub and chaparral. Range is restricted to the inner Coast Range in western and central Contra Costa and Alameda Counties Prefers south-facing slopes with a mosaic of shrubs, trees, grassland, and rock outcrops.	None. No suitable habitat occurs within the study area.
Birds			
White-tailed kite *Elanus leucurus*	Fed: - State: CFP Other: -	Found in lower foothills and valley margins with scattered oaks and along river bottomlands or marshes adjacent to oak woodlands. Nests in trees with dense tops.	Unlikely. Marginal nesting habitat among large trees of creek and nearby eucalyptus.
Northern harrier *Circus cyaneus*	Fed: - State: SSC Other: -	Frequents meadows, grasslands, open rangelands, freshwater emergent wetlands; seldom found in wooded areas. Found in or near freshwater and salt marshes. Nests on the ground in shrubby vegetation near marsh edge.	None. Study area lacks nesting habitat.
Swainson's hawk *Buteo swainsoni*	Fed: - State: CT Other: *	Breeds in open areas with scattered trees; prefers riparian and sparse oak woodland habitats. Requires nearby grasslands, grain fields, or alfalfa for foraging. Rare breeding species in Central Valley.	Unlikely. Marginal nesting habitat in the taller trees in study area.
Golden eagle *Aquila chrysaetos*	Fed: - State: CFP Other: -	Found in rolling foothill grassland with scattered trees. Nests on cliffs and in large trees in open areas.	None. No suitable habitat present within study area. Site lacks cliffs or other suitable nesting areas.
American peregrine falcon *Falco peregrinus anatum*	Fed: - State: CFP Other: *	Nests on cliffs, banks, dunes, mounds, and tall man-made structures.	None. Site lacks suitable nesting sites.
Yellow rail *Coturnicops noveboracensis*	Fed: - State: CSC Other: *	Highly secretive marsh bird. Grassy marshes, meadows. In summer, favors large wet meadows or shallow marshes dominated by sedges and grasses. Typically in fresh or brackish marsh. Winters mostly in coastal salt marsh.	None. Study area lacks marsh habitat.

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
California black rail *Laterallus jamaicensis coturnculus*	Fed: - State: CT Other: CFP	Inhabits salt, fresh, and brackish water marshes with little daily and/or annual water fluctuations. In freshwater habitats, preference is for dense bulrush and cattails. Several scattered populations documented from Butte Co. to southern Nevada Co.	None. No suitable habitat within study area. Site lacks wetlands that could support this species.
California clapper rail *Rallus longirostris obsoletus*	Fed: FE State: CE Other: -	Inhabits salt water and brackish marshes with tidal sloughs in San Francisco Bay. Prefers dense pickleweed for cover, but forages for invertebrates along mud-bottomed sloughs.	None No suitable nesting habitat within the study area. May be present in saltmarsh located to the west of study area.
Western snowy plover *Charadrius alexandrinus nivosus*	Fed: FT State: CSC Other: -	Prefers sandy beaches, salt pond levees, and shores of large alkali lakes. Requires sandy, gravelly, or friable soil for nesting.	None. No suitable nesting habitat occurs within or near the study area.
California least tern *Sterna antillarum browni*	Fed: FE State: CE Other: *	Breeds colonially along the coast from San Francisco Bay to Northern Baja California. Nests on bare or sparsely vegetated flat substrates, such as beaches, alkali flats, landfills, or paved areas.	None. No suitable nesting habitat occurs within or near the study area
Burrowing owl *Athene cunicularia*	Fed: - State: SSC Other: *	Found in annual grasslands. Nests in burrows dug by small mammals, primarily ground squirrels.	Possible. Study area contains suitable habitat.
Northern spotted owl *Strix occidentalis caurina*	Fed: FT State: CT Other: -	Dense, old growth, multi-layered, mixed conifer, redwood, and Douglas fir habitats with large trees and snags. Sea level to 7,600 feet.	None. No suitable nesting habitat occurs within or near the study area.
Bank swallow *Riparia riparia*	Fed: - State: CT Other: *	Colonial nester near riparian and oher lowland habitats. Requires vertical banks or cliffs with fine-textured, sandy soils near streams, rivers, and lakes.	None. Site lacks vertical banks.
Saltmarsh common yellowthroat *Geothlypsis trichas sinuosa*	Fed: - State: CSC Other:	Resident of freshwater and salt water marshes in the San Francisco Bay region. Requires thick, continuous cover for foraging and tall grasses, tules, or willows for nesting.	None. No suitable habitat. Site lacks marshes.

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
Suisun song sparrow *Melospiza melodia maxillaris*	Fed: - State: CSC Other:	Resident of brackish marshes surrounding Suisun Bay. Prefers cattails, tules, sedges, and pickleweed. Also found in tangles bordering sloughs.	None. No suitable habitat. Site lacks marsh habitat.
San Pablo song sparrow *Melospiza melodia samuelis*	Fed: - State: CSC Other:	Resident of salt marshes along the north side of San Francisco and San Pablo Bays. Inhabits tidal sloughs in the California marshes; nests in grindelia bordering slough channels.	None. No suitable habitat. Site lacks marsh habitat.
Tricolored blackbird *Agelaius tricolor*	Fed: - State: CT Other: CSC	Colonial nester in dense cattails, tules, brambles or other dense vegetation. Requires open water, dense vegetation, and open grassy areas for foraging.	None. Study area lacks suitable nesting habitat.
Yellow-headed blackbird *Xanthocephalus xanthocephalus*	Fed: - State: SSC Other: *	Typically found in fresh and saltwater marshland with emergent vegetation.	None. Study area lacks marsh habitat.
Mammals			
Suisun shrew *Sorex ornatus sinuosus*	Fed: - State: CSC Other:	Inhabits tidal marshes in the northern end of San Pablo and Suisun Bays. Requires dense, low cover of plants, driftwood, and other litter above the mean high tide line.	None. Study area lacks tidal marshes.
Pallid bat *Antrozous pallidus*	Fed: - State: SSC Other: *	Occurs in grasslands, woodlands, deserts & urban habitats; open habitat required for foraging. Common in dry habitats with rocky outcrops, cliffs, and crevices for roosting. Roosts include caves, mines, bridges & occasionally hollow trees, buildings.	None. Study area lacks suitable roosting sites.
Big free-tailed bat *Nyctinomops macrotis*	Fed: - State: CSC Other:	Low-lying arid areas in Southern California. Need high cliffs or rocky outcrops.	None. Study area lacks suitable roosting sites.
Saltmarsh harvest mouse *Reithrodontomys raviventris*	Fed: FE State: CE Other: CFP	Inhabits saline emergent wetlands in the San Francisco Estuary. Prefers pickleweed marshes. Requires higher areas for escaping high water.	None. No suitable habitat within study area. Historically documented along the Napa River and Fagan Marsh to the west. May be present in saltmarsh communities located to the west of study area

Appendix C

Napa Airport Terminal Project - Special-Status Animals with Potential to Occur

	Status*	Habitat	Probability on Project Site
American badger *Taxidea taxus*	Fed: - State: CSC Other: -	Occurs in dry, open soils in herbaceous, shrub, and forest habitats. Needs friable, uncultivated soil. Preys on rodents.	None. Study area lacks sopen undisturbed areas for denning.

***Status**

Federal:
FE - Federal Endangered
FT - Federal Threatened
FPE - Federal Proposed Endangered
FPT - Federal Proposed Threatened
FC - Federal Candidate
FPD - Federal Proposed for Delisting

State:
CE - California Endangered
CT - California Threatened
CR - California Rare
CC - California Candidate
CFP - California Fully Protected
CSC - California Species of Special Concern

Other:
Some species have protection under the other designations, such as the California Department of Forestry Sensitive Species, Bureau of Land Management Sensitive Species, U.S.D.A. Forest Service Sensitive Species, and the Migratory Bird Treaty Act. Raptors and their nests are protected by provisions of the California Fish and Game Code. Certain areas, such as wintering areas of the monarch butterfly, may be protected by policies of the California Department of Fish and Game.
WL - CDFG Watch List

KANSAS CITY
(816) 524-3500

237 N.W. Blue Parkway
Suite 100
Lee's Summit, MO 64063

PHOENIX
(602) 993-6999

4835 E. Cactus Road
Suite 235
Scottsdale, AZ 85254

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
TERMINAL AREA REDEVELOPMENT PROJECT
NAPA COUNTY AIRPORT
September 2020

	Measure	Timing of Mitigation	Review/ Approval	Completion Date
AIR QUALITY				
AQ-1	To avoid exceeding the BAAQMD threshold for ROGs (54 pounds per day), low-volatile organic compound (VOC) paint and interior building materials shall be used during the painting/finishing phase of the Proposed Project. Per BAAQMD recommendations, such measures include using low-VOC interior paint (VOC level of 50 grams per liter [g/L] or less) and using low-VOC or recycled materials for interior finishes.	During construction	Airport staff	
AQ -2	BMPs recommended by BAAQMD (per U.S. EPA) to reduce fugitive dust emissions shall be implemented: 1. Soil stabilization shall occur by applying water for a short-term solution or applying dust suppressants or vegetative cover for a long-term solution; 2. Carryout and takeover materials (such as dirt/demolition spoils and other construction waste which fall from trucks onto roads) shall be cleaned daily and immediately if material spills occur more than 50 ft from the exit point of the project site. Appropriate clean-up methods require the complete removal and cleanup of mud and dirt from the paved surfaces and shoulders; 3. Dust control for unpaved vehicle and equipment traffic areas and speed limit signs to 15 miles per hour (mph) or less shall be posted every 500 ft; and 4. Recordkeeping shall be used to document compliance with the rules and notate all dust control measures utilized on-site. Records are to be kept for one year following the end of "dust-generating" activities.	During construction	Airport staff	
AQ-3	Regulations outlined in the CARB handbook *In-Use Off-Road Diesel-Fueled Fleets Regulations* (2016), which applies to all self-propelled off-road vehicles that are 25 horsepower (hp) or more as well as most two-engine vehicles, shall be required. The purpose of this regulation is to reduce emissions of NO_x and particulate matter by: • Limiting unnecessary idling of vehicles to five minutes; • Requiring all vehicles to be reported to CARB and labeled; • Restrictions on adding vehicles older than January 1, 2004, to the fleet; and • Requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing Verified Diesel Emission Control Strategies, such as exhaust retrofits.	During construction	Airport staff	
AB 52 CONSULTATION - AGREED TO TRIBAL REQUESTS (Yocha Dehe Wintun Nation)				
1.	The project will include a pre-construction cultural sensitivity training under the direction of the Yocha Dehe Wintun Nation prior to the commencement of construction activity.	Prior to ground disturbance	Airport staff	
2.	On-site tribal monitoring for underground utility work and initial ground disturbance, inclusive of asphalt removal, will be conducted.	During construction	Airport staff	

EXHIBIT I

REQUIRED FEDERAL CLAUSES

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Lessee") agrees as follows:

1. **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** The Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of the Lessee's noncompliance with the Non-discrimination provisions of this contract, the County will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six of this Exhibit I, Section (A) in every contract,

including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any contract or procurement as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Lessee may request the County to enter into any litigation to protect the interests of the County. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. **Real Property Acquired or Improved Under the Airport Improvement Program.** The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. **Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

x. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. **General Civil Rights Provision.** The Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. **Right of Re-entry**. In the event of breach of any of the above Nondiscrimination covenants, the County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. **Subcontracts.** The Lessee agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which the Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

GUARANTY AGREEMENT

This GUARANTY AGREEMENT ("Guaranty") dated this ____ day of _____, 2022, is executed by Alis IA Aviation LLC**,** a limited liability company formed under the laws of the State of Delaware ("Guarantor") for the benefit of Napa County, a political subdivision of the State of California ("County").

RECITALS

A. SkyserviceUS California LLC, a limited liability company formed under the laws of the State of Delaware ("Lessee"), is entering into a Fixed Base Operations (FBO) Ground Lease, License, and Operating Agreement with County ("FBO Lease").

B. Guarantor and Lessee are under common ownership and control and have business relationships between them. Guarantor will derive direct and indirect economic benefit from Lessee entering into the FBO Lease.

C. County is relying on Guarantor's industry reputation, experience, and financial strength, as an incentive to enter into the FBO Lease with Lessee. County is requiring Guarantor to execute and deliver this Guaranty as a condition of entering into the FBO Lease with Lessee.

NOW, THEREFORE, for value received, Guarantor and County hereby agree, and Guarantor makes guaranties to County, as follows.

GUARANTY

1. RECITALS

The Recitals above are true and are incorporated into and are a part of this Guaranty.

2. GUARANTEED OBLIGATIONS

2.1 Full Guaranty

Guarantor hereby absolutely, unconditionally, and irrevocably guarantees the full and prompt performance and payment when due, whether by acceleration or otherwise, and at all times thereafter, of each and every obligation of Lessee pursuant to the FBO Lease, whether direct or indirect, primary or secondary, absolute or contingent, joint or several, and now or hereafter existing, or due or to become due ("Guaranteed Obligations").

2.2 Performance of Guaranteed Obligations

If Lessee fails to perform any of the Guaranteed Obligations, Guarantor will perform them on behalf of Lessee as provided in Section 2.13, or may negotiate with County to pay County an agreed upon sum of money in lieu of specific performance of the Guaranteed Obligations. Whether to accept money in lieu of performance will be within the sole unfettered discretion of County and will be in addition to all other rights and remedies provided under this Guaranty.

2.3 Changes in Name or Ownership

Any change or changes in the name of Lessee or Guarantor, or the ownership interest in Lessee or Guarantor, will not affect, or in any way limit or lessen, the liability or responsibility of Guarantor hereunder. This Guaranty will extend to the Guaranteed Obligations assumed by or assigned to any person, firm or corporation acquiring or carrying on the business of Fixed Base Operations. Notwithstanding the foregoing, Guarantor agrees and covenants that so long as any of the Guaranteed Obligations remain outstanding under this Guaranty, there will be no change in the ownership interest in Guarantor which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

2.4 Other Required Notice

Guarantor will notify County promptly upon (and in no event later than fifteen (15) calendar days after) the occurrence of any of the following: (a) any change in the name or controlling interest in Guarantor, whether through sale, exchange, merger, consolidation or other transfer; (b) any change in Guarantor's financial condition which could reasonably be expected to have a material adverse effect on Guarantor's ability to perform any of its obligations under this Guaranty; or (c) the initiation of any bankruptcy proceeding by or against Guarantor which has not been dismissed within sixty (60) calendar days following the initiation thereof.

2.5 Financial Information

County will, upon three (3) calendar days prior written notice, have the right to review such of Guarantor's financial information as reasonably requested by County, solely to confirm that there has been no change in Guarantor's financial condition which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

2.6 Nature of Guaranty

This Guaranty will in all respects be a continuing, absolute, irrevocable and unconditional guaranty of payment and performance, irrespective of the value, genuineness, validity, regularity or enforceability of the FBO Lease or any other agreement or instrument referred to herein or therein, or any substitution, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section that the obligations of Guarantor under this Guaranty will be absolute and unconditional under any and all circumstances. This Guaranty will remain in full force and effect until all Guaranteed Obligations, including any extensions or renewals of any thereof, have been satisfied in full.

2.7 Effect of Avoidance or Rescission

Guarantor agrees that if, at any time, all or any part of any payment theretofore applied by Guarantor to any of the Guaranteed Obligations is avoided or must be rescinded or returned by County for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Lessee or Guarantor, or any lack of validity or enforceability of any provision of the FBO Lease) such Guaranteed Obligations will, for the purposes of this

Guaranty, be deemed to have continued in existence, in full force and effect, and will not be avoided by Guarantor, even if avoided by Lessee, and this Guaranty will continue to be effective or be reinstated, as the case may be, as to such Guaranteed Obligations.

2.8 County's Rights

County may, from time to time, in its sole unfettered discretion and without notice to Guarantor or consent from Guarantor, take any or all of the following actions, none of which will, or be deemed to, affect, modify, alter, relieve, or discharge Guarantor's obligations or liability hereunder: (a) retain or obtain a lien upon or a security interest in any property to secure any of the Guaranteed Obligations or any other obligations of Lessee to County; (b) retain or obtain other guaranties, whether primary or secondary obligations, in addition to Guarantor with respect to any of the Guaranteed Obligations or other obligations of Lessee to County; (c) extend or renew for one or more periods (whether or not longer than the original period) the term of the FBO Lease or any other agreement between Lessee and County, or the time for payment or performance of any of the Guaranteed Obligations or any other obligation of Lessee to County; (d) consent or not object to the assignment of all or any part of the Guaranteed Obligations or rights of Lessee including, but not limited to, the assignment of, or modification of the FBO Lease or any other agreement between Lessee and County; (e) alter, compromise, amend, accelerate or otherwise change or exchange any of the Guaranteed Obligations, or release or compromise any obligation of Guarantor, or any obligation of any nature of any other guarantor or obligated party with respect to any of the Guaranteed Obligations; (f) release or fail to perfect its lien upon, or security interest in, or impair, surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Guaranteed Obligations or any obligation hereunder, or extend or renew for one or more periods, whether or not longer than the original period, or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property; and (g) resort to Guarantor for payment of any of the Guaranteed Obligations, whether or not invoiced to or demanded from Lessee: (i) will have resorted to any property or security deposit securing any of the Guaranteed Obligations; or (ii) will have proceeded in civil litigation against Lessee or any other guarantor or obligor primarily or otherwise obligated with respect to any of the Guaranteed Obligations, all of the aforementioned actions being hereby expressly waived by Guarantor.

2.9 Application of Amounts Received

Any amounts received by County from any source on account of the Guaranteed Obligations may be applied by County toward the satisfaction of such of the Guaranteed Obligations in such order of application as County may from time to time elect, in County's sole unfettered discretion.

2.10 Subordination

Guarantor fully and unconditionally subordinates any claim which Guarantor may have against County to the prior payment in full and satisfaction of all Guaranteed Obligations of Lessee to County.

2.11 Waiver

To the maximum extent permitted by law, Guarantor hereby expressly waives notice of the existence, creation, nonpayment or nonperformance of any or all of the Guaranteed Obligations or any default by Lessee under the FBO Lease.

2.12 Exhaustion

County is not bound to exhaust its recourse against Lessee or any other parties, or securities it may hold, of any nature, before being entitled to payment or performance from Guarantor under this Guaranty. To the maximum extent permitted by law, the benefit of any law otherwise affecting the liability of Guarantor hereunder or enforcement of this Guaranty, of any type whatsoever, is hereby waived.

2.13 Time of Performance or Payment

If Guarantor is required to perform duties other than pay monies in order to satisfy any Guaranteed Obligations, Guarantor will, within fifteen (15) calendar days of written notice from County that Lessee has failed to fulfill the Guaranteed Obligations, or any one of them, promptly begin and diligently pursue performance of those Guaranteed Obligations. If Guarantor fails to promptly and diligently perform the Guaranteed Obligations as provided herein, then County may (but will not be obligated to) perform those Guaranteed Obligations on behalf of Guarantor and recover all of County's costs of doing so, plus receive interest on all money so expended by County from the date expended until reimbursed by Guarantor, at a rate equal to the lesser of ten (10%) percent per annum or the maximum rate allowed by law. If payment is due rather than performance, Guarantor will make payments to County in the amount of the Guaranteed Obligations due within fifteen (15) calendar days after demand is made, in writing, by County, to Guarantor at the address provided in Section 7. Any amounts payable by Guarantor hereunder will be made without setoff or counterclaim. Any amount not paid within said fifteen (15) calendar day period, or any judgment obtained against Guarantor on account of this Guaranty, will bear interest at a rate equal to ten (10%) percent per annum, but not in any event higher than the maximum rate of interest allowed by law.

2.14 Assignment of Rights

If County, or any successor in interest and/or transferee of County, assigns or transfers any or all of its interest in the FBO Lease, the Guaranteed Obligations will be and remain Guaranteed Obligations for the purposes of this Guaranty, and each and every immediate and successive assignee or transferee will, to the extent of the interest of such assignee or transferee, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were County. County will retain an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Guaranty, for the benefit of County, as to the right to collect upon any of the Guaranteed Obligations which County has not assigned or transferred.

2.15 Waiver of Defenses

No failure or delay on the part of County in the exercise of any right, power or remedy will operate as a waiver thereof, and no single or partial exercise by County of any right or remedy will preclude other or further exercise thereof or the exercise of any other right, power or

remedy. No modification or waiver of any of the provisions of this Guaranty will be binding upon Guarantor, except as expressly set forth in a writing duly signed and delivered on behalf of County by the Chair of Board of Supervisors, or his or her successor, or delegated Department Director, or authorized staff employee, or agent of County. No action of County permitted hereunder will in any way affect or impair the rights of County and the Guaranteed Obligations of Guarantor under this Guaranty. Guarantor hereby acknowledges that there are no conditions precedent to the effectiveness of this Guaranty.

3. ADDITIONAL COVENANTS, REPRESENTATIONS AND WARRANTIES

3.1 Guarantor's Access to Information, No Duty of County to Inform Guarantor

Guarantor hereby warrants and represents to County that Guarantor now has, and will continue to have, independent means of obtaining information concerning the affairs, financial condition and business of Lessee. County will not have any duty or responsibility to provide Guarantor with any credit or other information concerning the affairs, financial condition or business of Lessee which may come into County's possession.

3.2 Financial Information

Guarantor hereby represents and warrants to County that the information that Guarantor has provided County regarding the financial condition of both Guarantor and Lessee is and remains, in all material respects, true and accurate as of the date of such information. Since such date, there has been no change in Guarantor's financial condition which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

3.3 Miscellaneous Warranties and Representations

Guarantor hereby further warrants and represents to County that: (a) the execution and delivery of this Guaranty and the performance by Guarantor of Guarantor's obligations hereunder are within the right, power, authority and capacity of Guarantor; (b) this Guaranty has been duly executed and delivered by Guarantor and is the legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, the making and performance of which do not and will not violate or constitute a default under any law, any presently existing requirement or restriction imposed by judicial, arbitral or any governmental instrumentality, or any agreement, instrument or indenture by which Guarantor is bound; (c) this Guaranty does not conflict with, will not cause a breach of, and will not constitute a default under any other agreements or contracts to which Guarantor is a party or by which it is bound; and (d) that Guarantor is capable of performing the Guaranteed Obligations.

3.4 Further Assurances

Guarantor agrees that it will promptly take, execute and deliver, at its own expense, all such further acts, conveyances, documents, and assurances as County may from time to time request in order to effect this Guaranty.

3.5 Guaranty Binding on Successors

This Guaranty will be binding upon Guarantor, and upon the heirs, legal representatives, successors and assigns of Guarantor. All references herein to Lessee or to Guarantor will be deemed to include any successor or successors, and to the extent allowed, assignees, whether immediate or remote, to either party.

4. GOVERNING LAW, JURISDICTION

This Guaranty has been delivered at Napa, California, and will be governed by and enforced, construed in accordance with the laws of the State of California, without regard to any conflict of law, rule or principle that would call for the application of the laws of another jurisdiction. Guarantor hereby irrevocably consents and agrees to voluntarily submit to the jurisdiction of the state or federal courts sitting in Napa County, California, for any action under or to enforce this Guaranty, and further waived, to the maximum extent permitted by law, any defenses or objections to suit in such courts based on venue, *forum non conveniens*, or lack of personal jurisdiction. Nothing herein will, however, prevent County from bringing actions, suits or proceedings with respect to the Guaranteed Obligations or any other matter arising out of or connected with this Guaranty, or for the recognition or enforcement of any judgment rendered in any such action, suit or proceeding, in the courts of whatever jurisdiction in which the office of Lessee may be located or Guarantor or property of Guarantor is found or as otherwise to County will seem appropriate, or to affect the right to service of process in any other jurisdiction, in any manner provided by law.

5. ATTORNEY FEES

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code or any administrative proceeding), is instituted in connection with any controversy arising out of this Guaranty or to interpret or enforce any rights or obligations hereunder, County will be entitled to recover, in addition to all other expenses, charges, and fees as provided in this Guaranty, attorney, paralegal, accountant and other expert fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body before or at trial or on any appeal or petition for review, in addition to all other amounts provided by law. If County is required to seek legal assistance to enforce any term of this Guaranty or to enforce or collect any of the Guaranteed Obligations, such fees will include all of the above fees, whether or not a proceeding is initiated. Whenever this Guaranty requires Guarantor to defend County, it is agreed that such defense will be by legal counsel acceptable to County.

6. VALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of this Guaranty will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty will be prohibited by or invalid under such law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

7. NOTICE

Any and all notices and/or documents required or desired to be delivered hereunder will be in writing and will be delivered by personal delivery or by mailing copies thereof by certified mail, return receipt requested, postage prepaid, to the following addresses:

to Guarantor at:

211 King Street, Suite 310
Charleston, SC 29401
Attention: Manager

with a copy to:

Zarren Law Group, LLC
8 Park Center Court, Suite 100
Baltimore, MD 21117
Attention: Jason C. Harmon

to County:

Napa County Public Works Department
1195 Third St., Ste. 101
Napa, CA 94559
Attention: Director of Public Works

with a copy to:

Napa County Airport
2030 Airport Rd.
Napa, CA 94558
Attention: Airport Manager

Delivery will be deemed to be made either on the date personally delivered or five (5) calendar days after deposit in the United States mail of the same as certified mail, addressed as provided above. The address to which notices are to be delivered may be changed by giving written notice of such change in accordance with this notice provision.

8. COUNTERPARTS

This Guaranty may be executed in any number of counterparts, all of which together will constitute one and the same instrument. Copies of signatures transmitted by facsimile or electronic transmission will be deemed original signatures for all purposes.

IN WITNESS WHEREOF, this Agreement is executed by the is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Alis IA Aviation LLC through its duly authorized officers.

ALIS IA AVIATION LLC,
a Delaware limited liability company

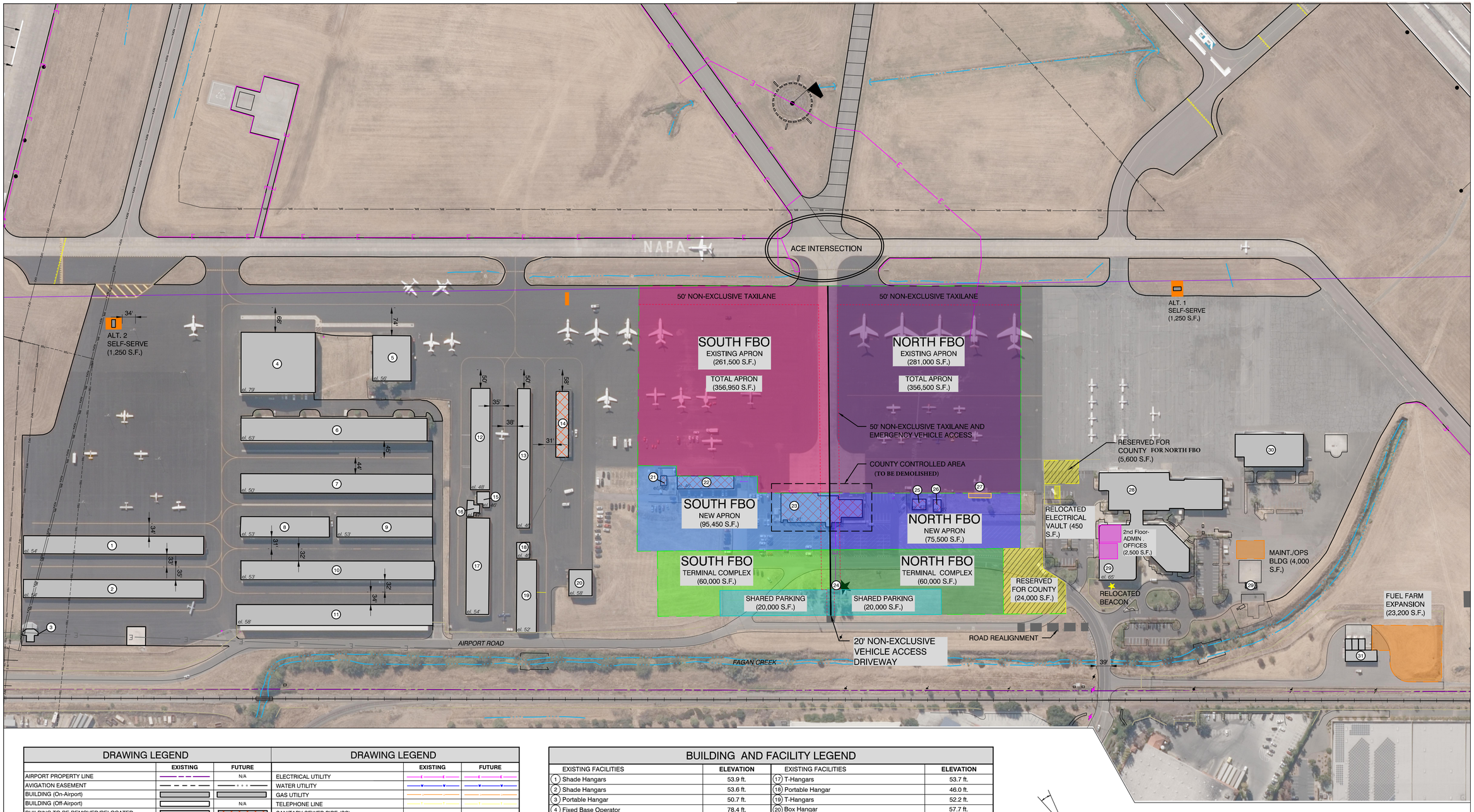
By: _____
Ben Murray, CEO

By: _____
Stephen Simpson, President

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ Deputy County Counsel Date: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____



DRAWING LEGEND		
	EXISTING	FUTURE
AIRPORT PROPERTY LINE		N/A
AVIGATION EASEMENT		
BUILDING (On-Airport)		
BUILDING (Off-Airport)		N/A
BUILDING TO BE REMOVED/RELOCATED		
FENCE		
REIL		
BEACON		
UTILITY POLE		N/A
WATERWAY / CULVERT		N/A
RAILROAD TRACKS		N/A
RUNWAY PROTECTION ZONE (RPZ)	RPZ	RPZ
BUILDING RESTRICTION LINE (BRL)	BRL	BRL
RUNWAY OBJECT FREE AREA (ROFA)	ROFA	ROFA
OBSTACLE FREE ZONE (OFZ)	OFZ	OFZ
THRESHOLD SITING SURFACE (TSS)	TSS	TSS
TAXILANE OBJECT FREE AREA (OFA)	TOFA	TOFA

DRAWING LEGEND		
	EXISTING	FUTURE
ELECTRICAL UTILITY		
WATER UTILITY		
GAS UTILITY		
TELEPHONE LINE		
SANITARY SEWER PIPE (SS)		
STORM DRAIN PIPE (SD)		
REMOVED UTILITY (ALL)		
CRITICAL HABITAT BOUNDARY		
AIRPORT REFERENCE POINT		
SECTION CORNER	HUB	N/A

BUILDING AND FACILITY LEGEND			
EXISTING FACILITIES	ELEVATION	EXISTING FACILITIES	ELEVATION
(1) Shade Hangars	53.9 ft.	(17) T-Hangars	53.7 ft.
(2) Shade Hangars	53.6 ft.	(18) Portable Hangar	46.0 ft.
(3) Portable Hangar	50.7 ft.	(19) T-Hangars	52.2 ft.
(4) Fixed Base Operator	78.4 ft.	(20) Box Hangar	57.7 ft.
(5) Specialty Fixed Base Operator	55.2 ft.	(21) Fixed Base Operator Shop Building	42.1 ft.
(6) Box Hangars	63.0 ft.	(22) Fixed Base Operator	45.9 ft.
(7) T-Hangars	49.6 ft.	(23) General Aviation Terminal	41.2 ft.
(8) T-Hangars	52.7 ft.	(24) Electrical Vault	39.4 ft.
(9) T-Hangars	52.9 ft.	(25) Equipment Building	42.7 ft.
(10) T-Hangars	52.6 ft.	(26) Equipment Building	45.0 ft.
(11) Box Hangars	58.0 ft.	(27) Self-Serve Fuel Facility (60' x 12' License)	41.0 ft.
(12) T-Hangars	47.6 ft.	(28) Fixed Base Operator	65.0 ft.
(13) T-Hangars	45.9 ft.	(29) Proposed Administration Offices/ Pilot's Lounge	65.0 ft.
(14) T-Hangars	42.2 ft.	(30) Hangar	65.0 ft.
(15) Portable Hangar	46.0 ft.	(31) Fuel Farm	32.0 ft.
(16) Portable Hangar	47.0 ft.	Note: All elevations are estimated.	

13.99° E
ANNUAL RATE OF CHANGE 0° 3' W
(November 2013)

100'
0 FEET 200'

Exhibit A

Draft Terminal Area Plan
Napa County Airport

GENERAL DEPICTION - SUBJECT TO CHANGE

NAPA COUNTY RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, DECLARING LEASABLE PROPERTY AT THE NAPA COUNTY AIRPORT TO BE EXEMPT SURPLUS LAND

WHEREAS, Napa County ("County") operates an airport facility in conformance with the Airport Improvement Program Grant Assurances of the Federal Aviation Administration of the U.S. Department of Transportation by and through the Department of Public Works, General Services Division; and

WHEREAS, the County is responsible for the safe and secure operation of the airport, and to account for changes in the present and future needs of aviation users and businesses through state and federal oversight of master planning processes; and

WHEREAS, the County, through its stewardship of its airport, provides infrastructure, facilities, and real property for other public and private entities to conduct aeronautical activities and provide transportation services; and

WHEREAS, the County has received and is still receiving federal grants for improvements at the airport (e.g., Federal Aid to Airport Program Grant No. 8-06-0162-01, Airport Improvement Program Grant Nos. 3-06-0162-27 and 3-06-0162-46), which require that the County use airport property only for aviation-related uses, and restrict the use of airport property such that housing, recreation, and other non-aviation uses are prohibited or otherwise infeasible; and

WHEREAS, the County provides for the use of the airport by businesses and users in part by leasing land and conveying the opportunity to construct, own, and use their own facilities over the term of their leases; and

WHEREAS, the Airport Master Plan identifies leasable property at the airport, which corresponds with Assessor Parcel Numbers 057-050-009-000, 057-050-011-000, 057-090-063-000, and 057-090-064-000 ("Leasable Property"); and

WHEREAS, the Surplus Land Act ("SLA"), California Government Code sections 54220 et seq., is intended to make a local agency's land, that is no longer needed for the local agency's use, available for affordable housing, park and recreation, or open-space purposes by requiring local agencies to send written notices of availability to various parties and agencies unless the surplus land is "exempt surplus land;" and

WHEREAS, exempt surplus land includes "surplus land that is subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site," pursuant to Government Code section 54221(f)(1)(G); and

WHEREAS, the grant assurances imposed on the airport as a condition of the receipt of federal funds are valid legal restrictions that are not imposed by the local agency within the meaning of Government Code section 54221(f)(1)(G), there is no feasible method to satisfactorily mitigate or avoid the restrictions in the grant assurances to allow the Leasable Property to be used for affordable housing, park and recreation, or open-space purposes, and such uses would violate these grants assurances;

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows:

1. The foregoing recitals are true and correct and hereby incorporated herein.

2. The Leasable Property is or will be used for aviation-related purposes in accordance with the grant assurances imposed on the airport as a condition of the receipt of federal funds.

3. The Leasable Property is hereby declared to be "exempt surplus land" pursuant to Government Code section 54221(f)(1)(G) based on the facts and reasons set forth in this Resolution, and therefore the SLA does not apply to the sale or lease of the Leasable Property.

[remainder of page intentionally blank]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 6th day of December, 2022, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Chair
Napa County Board of Supervisors

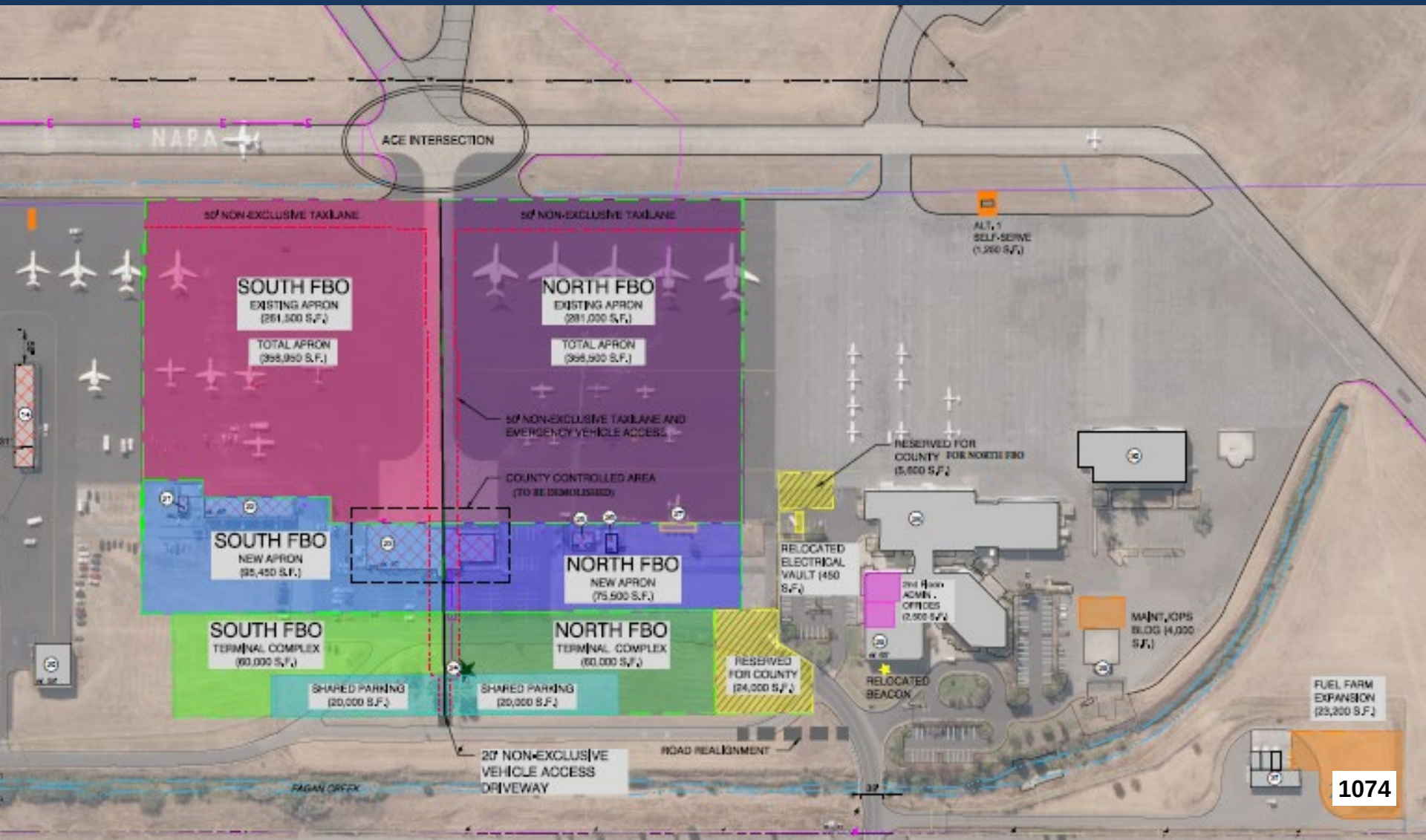
APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Interim County Counsel	Date: _____ Processed By:	By: _____
Date: November 30, 2022 PL Doc. No. 84307	_____ Deputy Clerk of the Board	

Napa County Airport
Fixed Base Operator Agreements

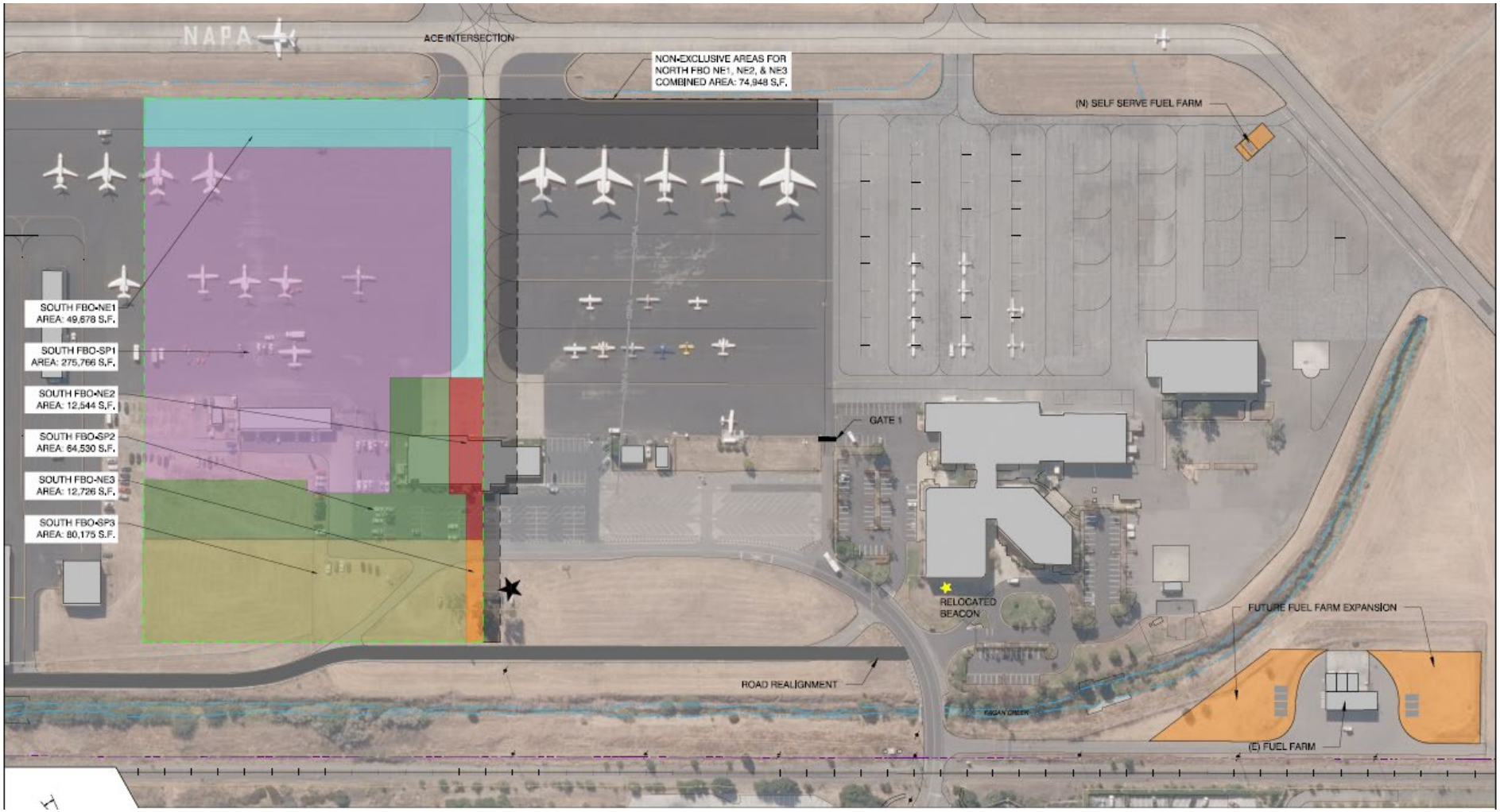
Board of Supervisors – December 6, 2022

1073

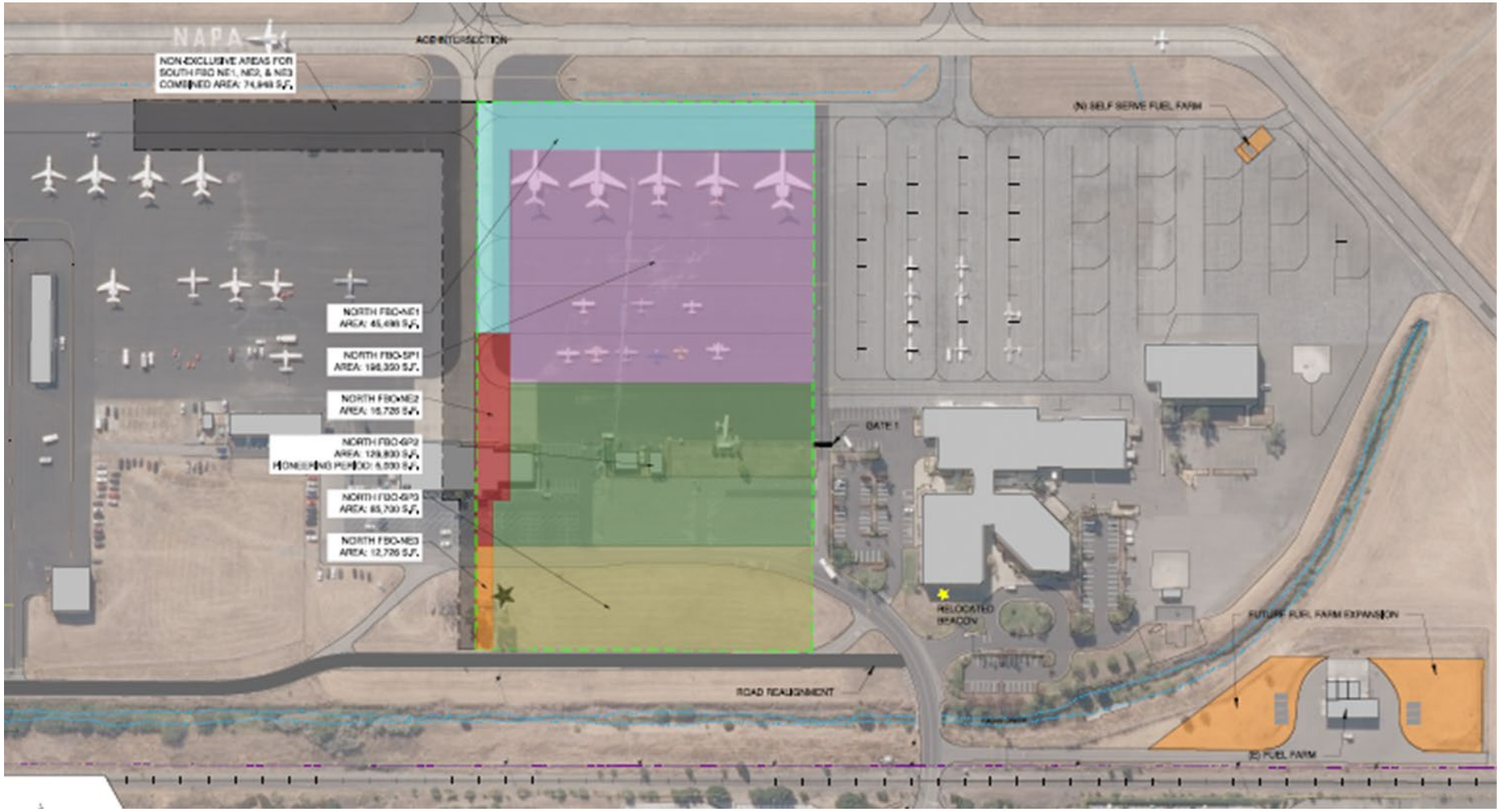
Draft Terminal Layout Plan



Napa Jet Center d.b.a. Atlantic Aviation (South FBO Area)



SkyserviceUS California (North FBO Area)



Leasehold Improvements

- Fuel Farm Facility
- Executive Terminal
- Aircraft Storage Hangar
- Vehicle Parking

2 FBO Leases
Key Terms

- 30 years with option to extend for up to 10 years
- Approximately 10 acres plus one large hangar
- Ground lease rates
- Hangar lease rates
- Capital Improvement & Investment
- Fuel Flowage Fee and Minimum Annual Guarantee (MAG)
- Tax MAG
- Flight training and restaurant services

Leasehold Improvement Schedule

Milestone	Lessee / County	Months Past Effective Date
Submit development plan for County design review	Lessee	6
Submit full plans for permit review	Lessee	7
Receive building / grading permits	Lessee	11
Complete fuel farm expansion	Lessee	12
Relocate electrical vault & beacon, demolish existing terminal, relocate sewer	County	16
Complete new apron improvements	Lessee	27
Receive Certificates of Occupancy	Lessee	30
Major leasehold improvements complete – full compliance with minimum standards	Lessee	31
Complete Realignment of Airport Rd.	County	43
Complete improvements to existing apron	Lessee	84

Guaranty Agreements

Surplus Lands Act (SLA) Requirement

Surplus of Existing Fuel Farm Equipment

Requested Actions

- Determine that long term leases at Airport are exempt from SLA
- Approve Lease Agreements, contingent on determination from HCD
- Approve Guaranty Agreements
- Take actions related to surplus and sale of fully depreciated fuel farm equipment

Questions

Napa County

Board Agenda Letter

Board of Supervisors	**Agenda Date:** 12/6/2022	**File ID #:** 22-2054

TO: Board of Supervisors

FROM: Becky Craig - Acting County Executive Officer

REPORT BY: Neha Hoskins - Clerk of the Board

SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

RECOMMENDATION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Director of Library Services and Community Outreach