

**AMENDMENT NO. 1 OF  
NAPA COUNTY AGREEMENT NO. 180269**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 180269** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the NAPA COUNTY, a political subdivision of the State of California ("Lessor" or "County") and REACH AIR MEDICAL SERVICES, LLC, a California Limited Liability Company, whose business address is 6363 Fiddler's Green Circle, 14th Floor Greenwood Village, CO 80111, hereinafter referred to as "Lessee";

**RECITALS**

**WHEREAS**, on February 27, 2018, the Napa County Board of Supervisors approved Agreement No. 180269, also referred to as Napa County Agreement 180269B, ("Lease Agreement") with Lessee to lease approximately 11,600 square feet of space within 1950 Airport Road, for use as administrative offices, crew rest facilities, and indoor storage of aircraft; and

**WHEREAS**, Lessee provides essential services dependent on electrical power and power outages can adversely affect their core operations; and

**WHEREAS**, the Lessee desires to install a generator to power 1950 Airport Road during power outages;

**NOW, THEREFORE**, the Agreement is amended as follows:

1. Paragraph 17 of the Agreement is amended in its entirety to include the new improvements provided for in the recitals to this Amendment No. 1 as follows:

**17. Tenant Improvements to be Performed by Lessee.** Lessee has indicated the desire to make the following improvements. All costs associated with such improvements shall be borne by Lessee.

- Construction of a break area consisting of sink, counter, areas for refrigerator and dishwasher.
- Add laundry hook ups for clothes washer and dryer.
- Install Bathroom/Shower facilities
- Install AT&T fiber data line from utility pole located on Airport Rd. to the Premises per the Exhibit C (Exhibit C should be considered schematic in nature only and is not approved for construction). Costs associated with this improvements shall include engineering, construction, and work associated with the drafting and recording of utility easements.
- To facilitate its ongoing critical operations during power outages, Lessee shall have a non-exclusive right to place, maintain, and use a generator and related electrical lines at that location immediately south of its leasehold as shown in Exhibit E, attached hereto and incorporated by reference herein. Lessee shall comply with all regulations applicable to the installation,

operation of the generator, and pay for all costs associated with the installation, maintenance, and use of the generator. Power supplied by the generator will be for the benefit of 1950 Airport Road in its entirety and used by all building occupants, tenants, and/or the County. Upon termination or expiration of the Facility Lease Agreement, the generator and related electrical lines may become the property of the Napa County Airport if mutually agreed to by Lessee and County, acting by and through the Airport Manager. If no such agreement is reached, the Lessee shall, at its own expense, be required to remove the generator and any related improvements as directed by the Airport Manager.

All those improvements set forth above and as well as many future improvements Lessee desires to make to the Leased Premises must be approved by the Public Works Department prior to work commencing. Tenant shall provide plans and specifications for review.

2. Paragraph 38 of the Agreement is amended in its entirety as set forth below:

**38. Notices.**

All notices which any party to this Lease Agreement is required or desires to give to any other party in connection with this Lease Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal address or office of the other party, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the other party at its principal address or office, or to such other address as that party may designate from time to time by written notice given to the other party in the manner specified in this Paragraph. Service of notice pursuant to this Paragraph shall be deemed complete on the day of service by personal delivery or 48 hours after mailing if deposited in the United States mail. Until changed by written notice to the other party, notices shall be delivered to the following addresses:

Lessor  
Airport Manager  
2030 Airport Road  
Napa, CA 94558

Lessee  
Corporate Headquarters  
REACH Air Medical Services  
6363 Fiddler's Green Circle, 14<sup>th</sup> Floor  
Greenwood Village, CO 80111

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.
4. Except as provided in Paragraphs 1, 2, and 3 above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

///

**IN WITNESS WHEREOF**, this Amendment No. 1 of Napa County Agreement No. 180269 was executed by the parties hereto as of the date first above written.

REACH AIR MEDICAL SERVICES, LLC.

By  9/20/2021  
SEAN RUSSELL, Regional President

"LESSEE"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ALFREDO PEDROZA, Chair  
Napa County Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: <u>Thomas S. Capriola</u> Deputy County Counsel  Date: <u>September 1, 2021</u>	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 “E” Generator Location

