

Request for Proposals

RFP# 3530-381-7627

County of Humboldt Department of Aviation

ACV Terminal Cafe

Arcata/Eureka Airport (ACV)

3561 Boeing Ave, McKinleyville, CA 95519



Release Date:

Monday, February 14, 2022

Site Tours:

Monday, February 28, 2022 at 9:00 a.m. (PST),

Site: 3561 Boeing Ave, McKinleyville, CA 95519

RSVP to drios@co.humboldt.ca.us

by 3pm on Friday, February 25, 2022 to participate.

Monday, March 21, 2022 at 8:00 a.m. (PST),

Site: 3561 Boeing Ave, McKinleyville, CA 95519

RSVP to drios@co.humboldt.ca.us

By 3pm on Friday, March 18, 2022 to participate

Deadline for Submission of

Questions/Requests for Clarification:

Submit all questions and requests for clarification in writing to drios@co.humboldt.ca.us

no later than 5:00pm (PST)

on Monday, March 25, 2022

Proposal Due Date:

Friday, April 8, 2022 no later than 5:00 pm (PST)

Sent electronically to drios@co.humboldt.ca.us

Or hard copies dropped off to

CAO's office at the Count House C/O Project SOAR

825 5th Street, Suite 112, Eureka Ca 95501

Questions: 707-476-4809

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County of Humboldt Department of Aviation Request for Proposals ACV Terminal Cafe

Introduction & Purpose

The County of Humboldt's (County) Department of Aviation (HCDA) is requesting proposals from businesses interested in providing, operating, and managing a café space on the lower level within the California Redwood Coast-Humboldt County Airport (ACV) terminal, with a goal of providing airport guests with high quality food and drink services within the airport. The cafe space has been vacant since April 2020. The previous tenant sold coffee, espresso, other beverages, sandwiches, salads, pastries, and more grab-and-go food options.

The purpose of this Request for Proposals (RFP) is to obtain information about potential businesses interested in managing and operating the concession listed above. If a contract results from this RFP, the County is contemplating a services agreement with a five-year term. Humboldt County will evaluate each proposal utilizing the criteria outlined in this RFP.

HCDA reserves the right to pick one or more entities to negotiate a contract(s) with for a period in April 2022. The selected proposer(s) will manage and operate the cafe according to the terms of any resulting agreement and in accordance with this RFP. The County reserves the right to reject any and all proposals and to waive or decline to waive irregularities in any submittal. This RFP does not obligate the County to enter into any agreement(s).

Scope of Services

Operate and manage a café the ACV Terminal and provide airport guests with high quality food, beverage, and customer service, while following all service requirements.

Requirements

The following are the minimum requirements that the Selected Proposer must provide. The Proposer should consider proposing facility concepts, investment levels, and product lines, including local and nationally branded products that exceed the minimum requirements.

The minimum menu requirements shall include:

- I. Non-alcoholic beverages. Examples include; soft drinks, juices, milk, sports drinks, hot and cold coffee and tea (caffeinated and decaffeinated) and waters.
- II. Alcoholic beverages of beer and wine (which must be consumed on leased premises).
- III. Items for Breakfast and Lunch must be available, with Dinner optional. Menu items must include healthy offerings and child-friendly items. At least one vegetarian selection must be offered for Breakfast and Lunch, with Dinner optional. Examples of food items include; sandwiches, salads, hot entrees, snacks, and baked goods such as bagels or muffins."
- IV. The menu must include, at minimum, two selections specifically oriented to and priced for

children.

- V. Proposer shall be capable of packaging any menu items ordered for carry out service. Careful consideration should be given to ensuring that a majority of the menu selections can be prepared in a short amount of time to accommodate the traveling passengers.

1. SCHEDULE:

The concession shall be open 7 days/week, including all holidays. Concession daily hours of operation are at least 60 minutes prior to the first scheduled departure. The concession shall remain open for a period of at least 12 consecutive hours after opening time, or consecutively until 30 minutes prior to the last scheduled daily departure, whichever is later. Any deviation from these rules may only occur with the prior written consent of the Director of Aviation. The hours of operation shall be clearly posted by the company in a location, and manner, approved by the Director of Aviation.

2. DELIVERABLES:

The successful Proposer will be expected to meet or exceed the following goals and objectives throughout the term of the Agreement to be awarded.

- a. Offer a variety of food and beverage service that meets or exceeds the needs of the airport customers, providing quality, value for money, and menu choices that vary with changing trends and the customer wants and needs.
- b. Provide cafe and store designs that are attractive to the customers and enhance the terminal environment.
- c. Provide exceptional service to the airport's customers and employees.
- d. Provide a broad range of high-quality offerings that cater to the specific needs of the airport's customers, including a mix of local and national branded products.
- e. Optimize concession revenue to the airport.
- f. Maximize the use of the terminal space.
- g. Price food, beverage, and retail products at no more than "street plus 20%" prices for equivalent value (quality and product size) to ensure that the airport users receive high-quality products at fair prices and are not deterred from making purchases at the airport.
- h. Ensure that the operating hours are targeted to passenger traffic schedules.
- i. Provide high-quality snacks and beverages not provided by vending machines conveniently available to passengers, visitors, and employees.
- j. Accept vouchers from airlines provided to passengers for food and beverage (excluding

alcohol).

k. All menu items shall be for both eat-in and takeout with appropriate takeout packaging.

l. Multiple cash registers must be installed to accommodate peak sales periods and provide expeditious service, if space allows. All cash registers must be fully operational during peak sales periods.

m. The point of sale system must be able to accept multiple types of payments such as cash, credit cards, debit cards, on-phone purchase apps (such as Apple Pay/Google Pay) and airline vouchers for every single payment.

n. A minimum of two credit cards must be accepted.

o. Concession operator shall require their staff to provide warm, friendly, smiling, prompt, and courteous service to all patrons.

p. Concession operator shall require their staff to wear uniforms clearly identifying them as concession staff. Uniforms shall be neat, clean, and sized appropriately. In addition, all concession staff shall wear name tags or badges with at minimum their first name clearly displayed.

q. If a pre-made food product is offered, the product must be properly packaged, and a dating system must be used to monitor the quality of the product.

r. A License for the sale of beer & wine – subject to approval and oversight from the California Alcohol Beverage and Control department.

3. ACCEPTANCE CRITERIA:

The following objectives of the Selected Proposer are not mandatory, but are extremely desirable and may be given greater consideration.

a. Maximize the number of regionally themed concession offerings, including food & beverage concepts with menu items that showcase Humboldt County and California food and beverage products, when available.

b. Enhance the overall image of ACV and Humboldt County.

c. Strongly encourage the use of compostable and recyclable food service ware.

d. Promote the use of organically grown and local products. When a concession is using organically grown and locally produced products, the concessionaire should promote the use of the product by signage or another type of materials to inform the customer.

e. Fountain equipment may be used for non-alcoholic carbonated beverages.

- f. Specific promotions/discounts for frequent customers and employees.
- g. Daily and employee specially priced menu offerings.
- h. The airport encourages the use of digital menu boards, self-ordering kiosks, and mobile ordering devices to improve customer processing and satisfaction.
- i. With an increasing number of the general population diagnosed with allergies, the airport encourages Proposers to consider including menu items that are gluten, dairy, egg, soy and nut free.

4. **REPORTING REQUIREMENTS:**

Monthly rent to be paid on or before the tenth day of every month. Monthly rent shall be based upon daily gross revenue from the prior calendar month and paid as follows:

LESSEE’S Daily Gross Revenue Amount	Daily Rent Payment
Daily gross revenue totaling up to or equal to the threshold value.	Zero Dollars and Zero Cents
Daily gross revenue totaling the threshold value plus \$0.01 and greater.	Ten Percent (10% rent) of gross revenue in Dollars and Cents

Threshold value threshold value shall be Two Hundred Fifty Dollars and Zero Cents (\$250.00). The successful proposer and HCDA Director, or their designee, may mutually determine a different threshold value following the date of execution of this Agreement.

At the end of each month the lessee shall provide a statement of its daily gross revenue resulting from its transactions from the preceding calendar month, along with calculations for daily rent payment in the following format:

DATE	GROSS REVENUE	DAILY RENT PAYMENT
1	\$-	\$-
2

5. **PLACE OF PERFORMANCE:**

The Café shall be located within the ACV terminal, as shown in APPENDIX A of the RFP. The total premises area is approximately 467 square feet, comprised of terminal rooms 101(a) at approximately 254 square feet, terminal room 101(b), at approximately 67 square feet, terminal concourse cafe seating area at approximately 100 square feet, and terminal concourse counter alcove at approximately 46 square feet.

Questions

All questions regarding this RFP should be clearly presented in writing and transmitted by email to drios@co.Humboldt.ca.us. **The deadline for submitting questions is Monday, March 25, 2022.** Responses to all written questions, corrections and clarifications to the RFP will be made in writing and made available in the form of an RFP addendum.

Proposers may only rely upon written information provided by HCDA. Proposers must not rely upon, and HCDA will not be responsible for, any oral information or instructions provided in reference to the RFP.

Proposers may not attempt to contact County staff or Board members to discuss or ask questions about the contents of the RFP, other than in writing as provided above. To the extent Proposers rely upon information obtained from third parties and/or outside of the formal process described above, they do so at their own risk.

Timeline:

Release of Request for Proposals	Monday, February 14, 2022
Deadline for Submission of Questions Email: drios@co.humboldt.ca.us	Monday, March 25, 2022 5:00 PST
Deadline for Proposals to be Received	Friday, April 8, 2022 5:00 PST
RFP Evaluation Process	Monday, March 21 – Thursday, March 31, 2022
Agenda Item – Recommendation of Award to County Board of Supervisors	Tuesday, April 5, 2022
Contract Finalization	April 29, 2022
New Contract Start Date	May 1, 2022

Period of Award: Period of award to be five years from the contract start date, pending negotiations.

Proposal Preparation and Submission:

Proposers should read, review, and understand this RFP, along with all attachments and any addenda that may be issued. Each Proposer should submit a proposal in accordance with instructions given in this RFP. The proposal should be prepared as specified herein regarding form, content, and sequence.

All proposals must be received by email at drios@co.humboldt.ca.us or physically at 825 5th Street, Suite 112, no later than 5:00 pm on Friday, April 8, 2022. ACV may elect to not review or not score any proposal that fails to follow guidelines outlined below. Proposals post marked prior to deadline but received after the deadline will not be considered for review. Proposals must be received no later than 5:00 p.m. on **Friday, April 8, 2022**, and should be submitted:
Single Printed Copy:

Dianna Rios, Project Coordinator
Humboldt County Economic Division
County of Humboldt Department of Aviation
825 5th St., Suite 112
Eureka, CA 95501

By email to: Dianna Rios, Project Coordinator, drios@co.humboldt.ca.us

Proposals received after the deadline may be returned unopened. Proposals must be received by, not

postmarked by, the deadline. Telephone or facsimile submittals will not be accepted. Proposals shall include the following: (Detailed in EXHIBIT B)

- a. Table of Contents:
- b. Cover Letter: (3 page maximum)
- c. Executive Summary: (2 page maximum)
- d. Experience and Management Plan: (3 page maximum)
- e. Vision and Operations Plan: (5 page maximum, excluding sample drawings)
- f. Financial Return to ACV: (5 pages maximum, excluding pro-forma)
- g. Business Ethics Disclosure:

Public Records and Trade Secrets: All proposals and materials submitted become the property of the county and are subject to disclosure under the Public Records Act (Government Code § 6250 *et seq.*). However, if prior to the award of a contract further negotiations are contemplated, the county must discern whether public disclosure should await the completion of the negotiations. In these circumstances the county must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure (Government Code § 6255; *Michaelis, Montanari and Johnson v. Superior Court* (Los Angeles), 38 Cal. 4th 1065 (2006)).

The RFP and all responses are considered public information with the exception noted above and for trade secrets specifically identified, which will be handled according to state statutes or other laws. **Any information that contains trade secrets aka Confidential Information shall be communicated to county by the proposer. Any page of the proposal that is deemed to be a trade secret by the proposer shall be clearly marked "PROPRIETARY OR CONFIDENTIAL INFORMATION" at the top of the page.**

When proprietary/confidential information is requested, departments work with the proposer to identify any and all information they feel should be redacted from their proposal. Companies that wish to have information redacted should be asked to agree, in writing, to "indemnify, defend and hold harmless the county in any action brought to compel disclosure of [the redacted] information" as required by this Section– Public Records and Trade Secrets of the ACV Terminal Cafe RFP.

Public Information Requests prior to award may publish the respondents of the RFP but not the proposals until award is made.

Required Documents:

Documents required as part of the proposal are outline in **EXHIBIT B – Proposal Details**

Additional documents, such as proof of insurance, will be required before execution of the final Agreement and can be found in **APPENDIX C – Sample Lease Agreement.**

All proposers are also required to have a *County of Humboldt Business License, Retail Seller's*

Permit, Permit/License to Operate a Food Service Establishment, and A California Department of Alcoholic Beverage Control License. These documents must be provided upon request.

Evaluation Criteria

Proposals received before the deadline will be screened and evaluated through the following process:

1. A Selection Committee composed of key officials in the County of Humboldt Department of Aviation along with officials from the County of Humboldt Economic Development Division will screen the proposals to determine whether they are responsive to the RFP.
2. Selection criteria will be considered in the following order of importance:
 - Experience and Management Plan
 - Vision and Operations Plan
 - Financial Return to ACV
3. The selection committee will evaluate all pertinent information and will establish a list of those firms submitting statements. Firms may be contacted for additional information. If warranted, detailed interviews will be conducted.
4. The County reserves the right to reject any and all proposals and to waive or decline to waive irregularities in any submittal.

Contract Development & Terms and Conditions

A proposed sample contract is provided in the **Sample Lease Agreement (APPENDIX C)**. Key terms and conditions to be included in the final agreement can be found in the **Sample Lease Agreement (APPENDIX C)**, the **FAA Lease and Use Agreement Provisions (APPENDIX B)**. Proposers must identify in writing any requested exceptions to the specified terms. Any objections to the terms and conditions not made prior to submission are deemed waived.

Submit With RFP

RFP COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Section 6250 *et seq.*, the “Public Records Act”, defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Invitation to Bid and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)
 Addendum # Addendum # Addendum # Addendum #

Exhibit B – Proposal Components

A. Table of Contents

- a. List elements (listed below) and page numbers.

B. Cover / Transmittal Letter (3 page maximum)

- a. The cover letter must include the Proposer's name, address, telephone number, email address, primary contact and any pertinent facts or details of the Proposal that the Proposer desires to emphasize, subject to the page limitation.
 - i. If a partnership, state the full name, address and other occupation (if any) of each and every partner; whether he or she is full time or part time; whether each partner is a general or limited partner; and the proportionate share of the business owned by each partner. Provide a copy of the partnership agreement.
 - ii. If a joint venture or limited liability company, state the names of the firms or individuals participating in the joint venture or limited liability company and the principal officers in each firm or names of the members of the limited liability company; and the proportionate share of the business owned by each joint venturer, or the number of shares held by each member of the limited liability company. Include a copy of the joint venture agreement or limited liability company operating agreement.
 - iii. If a corporation, state the full name and title of each of the corporate officers. Also, include a copy of the Articles of Incorporation and Bylaws.
 - iv. If the Proposer is wholly owned by another entity, provide sufficient information of the parent and upstream ownership entities for the County of Humboldt Department of Aviation to understand the ultimate ownership and control.

C. Executive Summary (2 page maximum)

- a. Proposer must include an executive summary that highlights the features of the Proposal, the strengths of the Proposer, and explains the rationale for the specifics included in the Proposal relative to the County of Humboldt Department of Aviation's objectives.

D. Experience and Management Plan (3 page maximum)

- a. In this section, the Proposer should provide sufficient information to demonstrate the experience and qualifications of their team to deliver an outstanding concessions program to the County of Humboldt Department of Aviation. Proposers should explain in detail the extent of Proposer's industry experience with preferred emphasis on experience in the management and/or operation of a cafe, including:
 - i. Proposer's background on similar ventures and evidence of ability to deliver high quality food and retail offerings.
 - ii. Programs or activities that the proposed vendors have initiated or participated in to support on-site waste reduction, use of environmentally friendly products, and other recycling efforts.
 - iii. Provide contact information (include phone and email information) for

three business references

E. Vision and Operations Plan (5 page maximum, excluding sample drawings, photos and menu)

- a. This section of the Proposal should provide ACV with an understanding of the Proposer's vision and ability to successfully manage and operate the Cafe at ACV. Including:
- i. Analysis of food and retail needs for the County of Humboldt Department of Aviation ACV airport and explain how the proposed offerings consider airport guest preferences and needs.
 - ii. Rationale for selecting the concepts for the initial Cafe proposed. If applicable, submit a Letter of Intent from the Concept to include authorization for submission of concept.
 - iii. Proposer's daily operating plan that will ensure continued service and adherence to all regulations and permits including inventory replenishment, trash and waste disposal, Point of Sale practice, and Cafe maintenance. Also, describe plans for on-site restocking and commissary kitchen arrangements, as applicable.
 - iv. Description of the types and brand of food and retail offerings that Proposer will provide to meet passenger expectations and elevate the passenger's overall experience. (One page Menu not included in page limits)
 - v. Proposed Cafe photos – exterior, interior, back and sides. (Not included in page limits)
 - vi. Proposer's strategy for hours of operation to meet changing airport needs including response to changes to airline activity and passenger enplanements.
 - vii. Proposer's commitment to maintaining the appearance of the Cafe and surrounding facilities in excellent condition. Include description of environmentally responsible practices while operating self-sustaining Cafe.
 - viii. Number of staff who will be providing services for each food and retail offering. Include job requirements and responsibilities and plans for continued operations during incidents of foul weather and unexpected staff absences.
 - ix. Demonstration of how customers will be served in a timely, professional, and courteous manner and describe Proposer's customer service plan

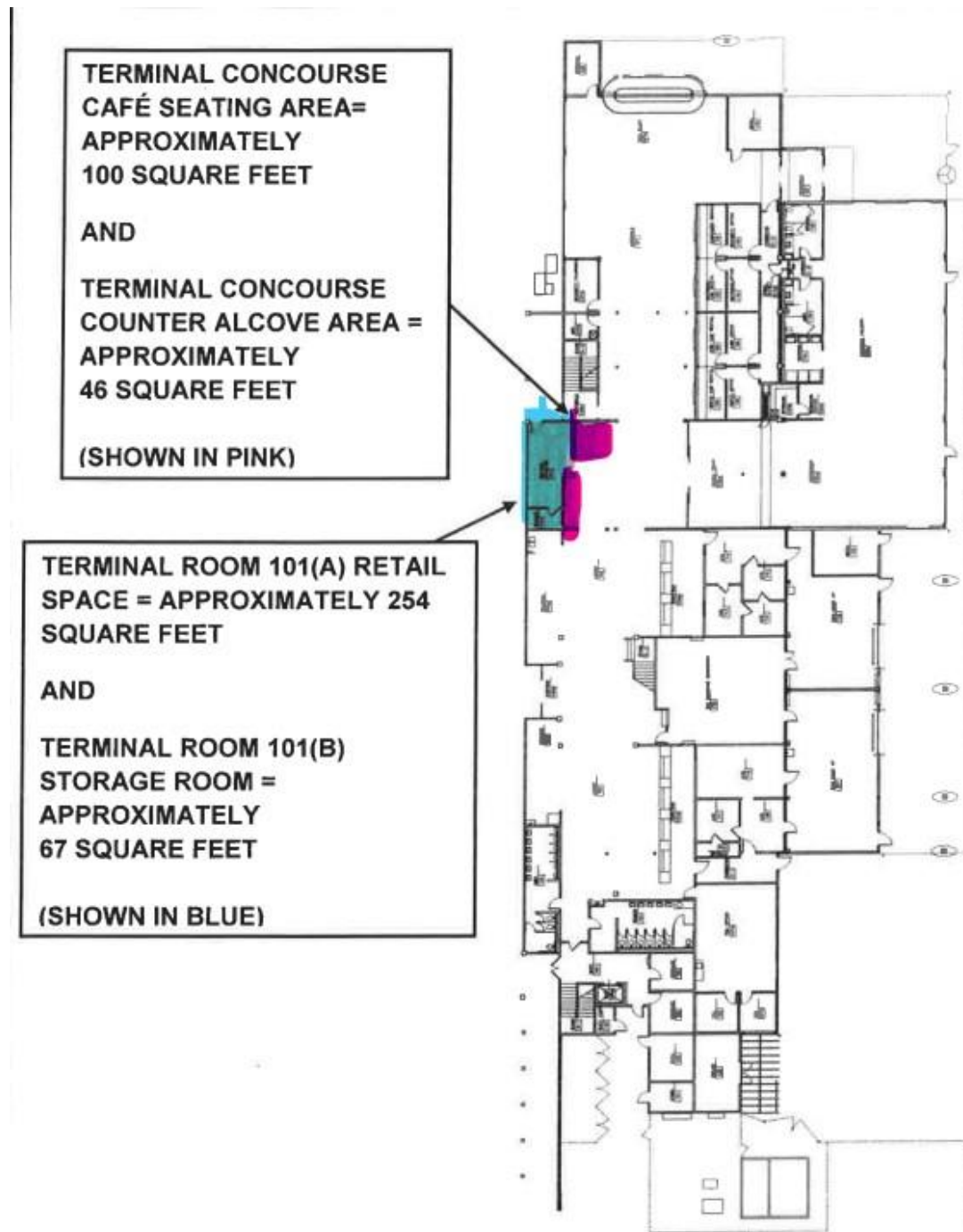
F. Financial Return to County of Humboldt Department of Aviation (5 pages maximum)

- a. This section should provide HCDA with the basis of the Proposer's financial offer and an understanding of how it will produce the forecasted financial returns to HCDA for the location. Including:
- i. A projection of Gross Revenue over the term of the agreement and any data supporting projected financial returns.
 - ii. How the Proposer will maximize sales and revenue to HCDA.

G. Business Ethics Disclosure

- a. Disclose any circumstances where the conduct of the Proposer, or any officer, partner, major (greater than five percent interest) shareholder, proposed guarantor, or other related party is currently being investigated by any governmental, administrative, or law enforcement agency or entity. Also disclose any adverse decision against the Proposer or such related parties (including but not limited to judgments entered by any court whether state or federal) or settlement with any such legal or administrative body in the past five years.
- b. If Proposer or any of its principals, officers, directors or members or any proposed guarantor has been involved in any bankruptcy proceedings in the past seven years, information, or documentation as to the current status of any such bankruptcy should be provided in this Section.
- c. If Proposer or any related parties have other business interests or relations that could cause a conflict of interest in its business with County of Humboldt or the HCDA, the details of such conflicts should be stated here.
- d. If no conflicts exist that fact should also be stated here.

APPENDIX A - SITE MAP



FAA LEASE AND USE AGREEMENT PROVISIONS

Definitions (For information purposes only)

Aeronautical Activities: Any activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted at airports, include but are not limited to air taxi and charter operations, scheduled and nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute, glider, balloon or ultra-light activities and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

Non-aeronautical activities: These include but are not limited to ground transportation (taxis, car rentals, limousines), restaurants, barber shops, auto parking lots, non-aviation businesses, recreational facilities and any other commodities, services, or accommodations made available to the general public that are of a non-aeronautical nature.

Assurance: A provision contained in a federal grant agreement with which the recipient of federal airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

Exclusive Right: A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

Federal Obligation: Used in the context of a federal grant program, federal airport development assistance, land transfers, or other federal aid. It refers to an airport sponsor's legal duty and responsibility to comply with the terms of conveyance instruments and grant agreements.

Minimum Standards: The qualifications or criteria which may be established by an airport owner as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.

Revenue Diversion: The use of airport revenue for purposes other than the capital or operating cost of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property.

Appendix B – FAA LEASE AND USE AGREEMENT

Self-Sustaining: The requirement to maintain a schedule of charges for use of the airport which will make the airport as self-sustaining as possible under the circumstances existing at the airport.

- a) For aeronautical users, reasonable rates and charges that reflect the sponsor's cost of providing aeronautical services and facilities are satisfactory.
- b) For non-aeronautical users, rates and charges must be based on the fair market value of the services and facilities provided.

PROVISIONS :

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add as a covenant running with the land) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

The (contractor, tenant, concessionaire, lessee) assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the (tenant, concessionaire, lessee) or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal

Appendix B – FAA LEASE AND USE AGREEMENT

property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for

the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

2. The airport owner/sponsor 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 the (lessee, licensee, permittee, etc.) and without interference or hindrance.

3. The airport owner/sponsor reserves the right, but shall not be obligated to the (lessee, licensee, permittee), 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 all activities of the (lessee, licensee, permittee, etc.) in this regard.

4. This (lease, license, permit, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the (lessee, licensee, permittee) or any occupant to comply with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of (lessee's, licensee, permittee's) rights hereunder.

5. There is reserved to the airport owner/sponsor, 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 (leased, licensed, permitted) premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

6. The (lessee, licensee, permittee) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the (leased, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted)

Appendix B – FAA LEASE AND USE AGREEMENT

premises. . This requires the submission of FAA Form 7460-1, Notice of Construction or Alteration to the FAA.

7. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves

8. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agrees for itself, its successors and assigns that it will not make use of the (leased, licensed, permitted) premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, licensed, permitted) and cause the abatement of such interference at the expense of the (lessee, licensee, permittee).

9. 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 49 United States Code 40103 (e) and 47107(a)(4).

10. This (lease, licensee, permit) and all the provisions hereof 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 said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.

11. The (lessee, licensee, permittee) will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

12. The (lessee, licensee, permittee) will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield

Appendix B – FAA LEASE AND USE AGREEMENT

safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

APPENDIX C - Sample Lease Agreement

This Agreement, made and entered into on _____ by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and _____ hereinafter called LESSEE

WHEREAS, COUNTY owns and operates an airport known as the California Redwood Coast – Humboldt County Airport located in McKinleyville, CA, hereinafter referred to as AIRPORT; and

WHEREAS, pursuant to Government Code Section 25536, the Board of Supervisors, by a four-fifths vote, may enter into leases of County Airport property without competitive bidding; and

WHEREAS, LESSEE desires to operate a Restaurant/Café in the Terminal Building at said AIRPORT; and

NOW, THEREFORE, it is mutually agreed as follows:

1. PREMISES

COUNTY hereby grants to LESSEE permission to use the leased premises, as shown in APPENDIX A of the RFP. The total leased premises area is approximately 467 square feet, comprised of terminal rooms 101(a) at approximately 254 square feet, terminal room 101(b), at approximately 67 square feet, terminal concourse cafe seating area at approximately 100 square feet and terminal concourse counter alcove at approximately 46 square feet.

COUNTY shall supply stanchions which shall be placed around the cafe seating area. If LESSEE wants different/ stylized stanchions other than that supplied by COUNTY, LESSEE shall at its own cost replace the stanchions in the same location after surrendering the COUNTY supplied stanchions to AIRPORT staff. LESSEE shall, if it so desires to, provide chairs and/or tables for its customer's use in the leased premises, including in the cafe seating area, as it sees fit. Chair and table legs shall be modified with protective pads or caps to prevent scratching the Terrazzo marble flooring of the AIRPORT terminal.

2. TERM

The term of this Agreement shall commence upon the date of execution of this Agreement by the Board of Supervisors and shall terminate one (5) years from the date of execution of this Agreement unless LESSEE provides written notice of its intention to pursue renegotiated terms of this Agreement for a subsequent lease agreement no less than thirty (30) calendar days in advanced of the termination date of this Agreement.

LESSEE provides written notice as described above, COUNTY and LESSEE shall enter a thirty (30) day Opt-Out period commencing upon the termination of this Agreement to consider renegotiated

terms for a subsequent lease agreement. LESSEE shall continue to pay rent as defined in Section 4 of this Agreement during the Opt-Out period.

Any holding over with COUNTY'S consent beyond the term of this Agreement shall be a month-to-month basis until terminated by either party upon thirty (30) calendar days written notice prior to the end of any one (1) calendar month period.

3. HOLD OVER

Should LESSEE hold over and remain in possession of the lease premises after the expiration of the term of this Agreement and any extension thereof, such possession shall not be deemed or construed to be a renewal or extension of this Lease Agreement, but shall operate only to create a month to month tenancy which may be terminated by COUNTY at the end of any month upon thirty (30) calendar days prior written notice to LESSEE. During such month to month tenancy, rent shall be payable each month at the rental rate of that in effect during the last month of the term of this Agreement , and all provisions of this Agreement shall be applicable to such month to month tenancy.

4. CONSIDERATION

A. In consideration of the rights and privileges herein granted, LESSEE agrees to pay COUNTY monthly rent on or before the tenth (10th day of every month). Monthly rent shall be based upon daily gross revenue from the prior calendar month and paid as follows:

LESSEE'S Daily Gross Revenue Amount	Daily Rent Payment
Daily gross revenue totaling up to or equal to the threshold value.	Zero Dollars and Zero Cents
Daily gross revenue totaling the threshold value plus \$0.01 and greater.	Five Percent (5% rent) of gross revenue in Dollars and Cents

Threshold value shall be One Hundred Eighty Dollars and Zero Cents (\$180.00). LESSEE and The Department of Aviation Director, or their designee, may mutually determine a different threshold value following the date of execution of this Agreement. This adjusted threshold value shall remain in force for the remainder of the term of this Agreement. Any adjusted threshold value shall be made pursuant to Section 39 of this Agreement.

LESSEE'S monthly rent shall be the sum total of the Daily Rent Payment Amounts from the preceding calendar month. LESSEE shall provide a statement of its daily gross revenue resulting from its transactions which occurred at the AIRPORT the preceding calendar month, regardless of the sum total of the Daily Rent Payment amounts for that month. Said statement shall be similar to the calculation sheet provided as part of the RFP (Scope of Services, pg. 4).

SAMPLE LEASE AGREEMENT WITH_____
AT CALIFORNIA REDWOOD COAST - HUMBOLDT COUNTY AIRPORT (ACV)

B. Payments shall be made to: County of Humboldt
Department of Aviation
3561 Boeing Ave.,
McKinleyville, CA 95519

5. LATE FEE

Rent, as defined in Section 4, shall be due and payable on or before the tenth (10th day of every month). In the event the rent is not paid by the tenth (10th) of the month, LESSEE shall pay COUNTY a late fee of twenty percent (20%) of total monthly rent due for that month.

6. AUDITS

COUNTY shall have the right of confidential review and/or audit of LESSEE'S accounts and records pertaining to its transactions which occurred at the AIRPORT. All relevant accounts and records of LESSEE shall be made available at a location in Humboldt County within thirty (30) days of a request by COUNTY. If a discrepancy of five percent (5%) or more is found in gross revenue reported to COUNTY, the cost of the audit and the discrepancy shall be borne by LESSEE and shall be paid within thirty (30) days of notice by COUNTY.

7. USE OF PREMISES

COUNTY hereby grants LESSEE permission, subject to all the terms and conditions of this Agreement, exclusive use of the terminal rooms 101(a) and (b), and the 100 square foot cafe seating area outside of these rooms for LESSEE'S operation of a restaurant/café. LESSEE shall not conduct any other activities on AIRPORT except as allowed by separate written agreement. Food and beverage sales and services incidental to LESSEE'S operation of the restaurant/café shall be available at least 60 minutes prior to the first scheduled departure. The restaurant/café shall remain open for a period of at least 12 consecutive hours after opening time, or consecutively until 30 minutes prior to the last scheduled daily departure, whichever is later. Any deviation from these rules may only occur with the prior written consent of the Director of Aviation. The hours of operation shall be clearly posted by the company in a location, and manner, approved by the Director of Aviation.

AIRPORT building keys shall be issued from the Aviation Department office. LESSEE shall be responsible for collecting AIRPORT building keys and/or AIRPORT identification badges upon termination of LESSEE'S employee(s).

Alcoholic beverage sales may be made from the leased premises in compliance with the Department of Alcoholic Beverage Control and California law. LESSEE shall post and verbally advise its customers at the time of the sale that alcohol may only be consumed only within terminal room 101(a) or the stanchioned restaurant/café seating area of the leased premises.

8. SIGNS OUTSIDE LEASED PREMISES (IN AIRPORT COMMON AREA)

Sign locations requested by LESSEE after this Agreement is executed shall be with the express written consent of the Department of Aviation Director, or their designee.

No attachments or signage may be affixed to the interior or exterior of the airport buildings without prior written consent of the Department of Aviation Director, or their designee. Signage may not be affixed to or positioned on stairwell landings or access points. Signage may not be affixed to or positioned in elevator cars, shaft or on elevator doors.

Changes to signage will be made after LESSEE submits suitable artwork to the Department of Aviation Director, or their designee, and it is approved in writing. Any changes to signage will be paid for by LESSEE.

All signs installed by LESSEE, upon approval of the Airport Manager, shall remain the property of LESSEE and LESSEE shall have the right to remove the same upon expiration or termination of Agreement. LESSEE shall repair premises to its original condition upon removal of signs. LESSEE shall be responsible to keep their advertising display signs clean and in good order.

9. INSTALLATION AND REMOVAL OF TRADE FIXTURES

LESSEE shall not use or install any auxiliary freezing unit, dishwasher, washing machine, dryer, air conditioner or other appliance, appurtenance, or fixture in the Lease Areas without prior approval of the COUNTY in writing. Installation of additional trade fixtures that may be requested by LESSEE after this Agreement is executed shall be installed after the express written consent of the Department of Aviation Director, or their designee, is made.

LESSEE may cause or permit to be installed and/or affixed to the premise, at its own expense, such fixtures or equipment as LESSEE deems desirable and which have been approved in writing by the COUNTY. All such fixtures or equipment shall remain the property of LESSEE and may be removed at any time provided that LESSEE, at its expense, shall repair any damage caused by reason of such removal.

All such fixtures, or equipment that are to be installed and/ or affixed exterior to the building shall be done so only after approval has been given by COUNTY in writing.

10. EMERGENCY CONTACTS

LESSEE shall provide to the Department of Aviation Director, or their designee, and keep current, a list of supervisory employees and their telephone numbers for emergency use.

11. AIRPORT MAINTENANCE, REPAIR, AND IMPROVEMENTS

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

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

12. PARKING

LESSEE and/or LESSEE'S employee(s) shall not park their vehicles in restricted areas. LESSEE'S employees(s) may obtain a parking permit from the Aviation Department office to park in the employee lot managed by Republic Parking. A twenty-dollar (\$20.00) deposit for the parking permit is payable by LESSEE'S employee(s) to the COUNTY at the time the parking permit is issued. The deposit shall be returned to LESSEE'S employee(s) upon surrender of the parking permit.

13. FIRE HAZARD

LESSEE shall keep the areas rented or used clear of grease, oil and trash that may be deemed a fire hazard.

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

14. NO SMOKING ORDINANCE

Pursuant to Humboldt County Code Section 971-1 et seq., COUNTY owned or leased premises are smoke free. LESSEE shall comply with said provision.

15. UTILITIES

COUNTY shall furnish and pay electricity and heat provided to the leased premises. LESSEE waives any and all claims against COUNTY for losses sustained by reason of any defect, deficiency, or impairment of any utility system. AIRPORT Manager reserves the right to require energy efficient equipment to be installed by LESSEE for its use of the leased premises at the AIRPORT.

LESSEE shall at its own cost and expense obtain the right to install or cause to be installed any necessary utility facility, utility facilities expansion and/or use at the Airport and within LESSEE'S leased

premises, other than electricity. LESSEE shall bear sole cost for any charged rates for its utilities, other than electricity. LESSEE shall provide, operate and maintain any installed cellular phone lines or devices that are used with any of its equipment and/ or machines. Installation of any cellular phone devices that require mechanical attachment to the AIRPORT or leased premises shall be done in compliance with this Agreement.

16. MAINTENANCE REPAIRS AND IMPROVEMENTS

During the term of this Agreement or any extensions thereof and subject to the limitations of Section 11, COUNTY shall maintain the AIRPORT premises in a good repair and tenantable condition so as to minimize breakdowns and loss of LESSEE'S use of the leased premises caused by deferred or inadequate maintenance. COUNTY shall be responsible for all maintenance and repairs to the AIRPORT premises, including, but not limited to, the interior and exterior of the building, landscaping, parking lot, HV unit, and window glass.

LESSEE shall be responsible for the following:

A. Any improvements to the AIRPORT necessary for LESSEE'S use of the leased premises. Improvements necessary for LESSEE'S use of the leased premises at the AIRPORT shall be conducted by a California licensed contractor. Improvement plans shall be submitted to the Department of Aviation Director, or their designee, for signed approval of the improvement plans prior to LESSEE hiring a contractor.

B. Any repairs, maintenance, or damage to the AIRPORT premises due to theft/attempted theft of LESSEE'S property. Repairs necessary for damage of the leased premises or AIRPORT premises due to theft/ attempted theft shall be conducted by a California licensed contractor. Repair plans shall be submitted to the Department of Aviation Director, or their designee, for signed approval of the repair plans prior to LESSEE hiring a contractor.

C. Any repairs or damage to the leased premises or AIRPORT premises caused intentionally or by negligence of LESSEE, its personnel, subcontractors, or customers, including when relocating, removing or installing LESSEE owned equipment. Repairs necessary for LESSEE'S intentional or negligent damage of the leased premises or AIRPORT premises shall be conducted by a California licensed contractor. Repair plans shall be submitted to the Department of Aviation, or their designee, for signed approval of the repair plans prior to LESSEE hiring a contractor.

17. JANITORIAL SERVICE

LESSEE shall provide janitorial service to LESSEE'S leased premises. LESSEE shall ensure that any food or beverage which spills shall be cleaned up immediately. LESSEE shall maintain its own cleaning detergents, solvents and/or tools within its leased premises.

COUNTY shall be responsible for janitorial services to the overall AIRPORT . COUNTY may provide janitorial services in the form of floor sweeping and/or polishing to the cafe seating area of the leased premises as funding and personnel permit.

18. EXTENT OF GRANT OF LEASE

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

19. HOLD HARMLESS/INDEMNIFICATION

A. LESSEE shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LESSEE'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.

B. COUNTY shall indemnify, defend and hold harmless LESSEE and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the LESSEE.

C. Acceptance of insurance, if required by this Agreement, does not relieve LESSEE from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by LESSEE'S operation regardless if any insurance are applicable or not.

20. INSURANCE

A. LESSEE'S INSURANCE

THIS AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the LESSEE is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting LESSEE'S indemnification obligations provided for herein, LESSEE shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LESSEE, its agents, officers, directors, employees, invitees or subcontractors:

a. Comprehensive or Commercial General Liability Insurance:

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

b. Workers Compensation Insurance Compensation Coverage:

If required by California Law, and in accordance with the statutory limits set forth therein, said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

c. Automobile Liability Insurance:

With coverage at least as broad as Insurance Services Office Form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be cancelled or materially reduced in coverage without thirty (30) days prior written notice, ten (10) days for non-payment of premium, to COUNTY by certified mail.

B. SPECIAL INSURANCE REQUIREMENTS

Said policies shall unless otherwise specified herein be endorsed with the following provisions:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees, and volunteers are endorsed as additional insured for liability arising out of the operations performed by or on behalf of LESSEE. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.

SAMPLE LEASE AGREEMENT WITH _____.
AT CALIFORNIA REDWOOD COAST - HUMBOLDT COUNTY AIRPORT (ACV)

- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to XCU Hazards.
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and /or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 - f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 25. It is further understood that LESSEE shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 - g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LESSEE'S insurance and will not be called upon to contribute with it.
2. LESSEE shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved of by COUNTY. If LESSEE does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and LESSEE agrees to pay the cost of said insurance.
3. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and LESSEE shall be required to purchase additional coverage to meet the aggregate limits set forth above.
4. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply 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 insurer's liability.
5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to LESSEE, COUNTY, their officers, officials, employees, and volunteers.
- C. All insurance notices shall be in writing and mailed to:

SAMPLE LEASE AGREEMENT WITH_____
AT CALIFORNIA REDWOOD COAST - HUMBOLDT COUNTY AIRPORT (ACV)

County of Humboldt
Human Resources, Risk Management Services
825 5th Street, Room 100
Eureka, CA 95501

County of Humboldt
Department of Aviation
3561 Boeing Ave.,
McKinleyville, CA 95519

21. LIABILITY FOR LOSS OR DAMAGE TO COUNTY PROPERTY

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

22. ASSIGNMENT

This Agreement may not be assigned by either party.

23. POSSESSORY INTEREST

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

24. RELATIONSHIP OF PARTIES

The parties intend by this Agreement to establish the relationship of lessor and lessee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of lessor and lessee. LESSEE, its officers, Board, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of COUNTY.

25. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or to any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt or refusal obtained pursuant to the foregoing.

SAMPLE LEASE AGREEMENT WITH _____.
AT CALIFORNIA REDWOOD COAST - HUMBOLDT COUNTY AIRPORT (ACV)

COUNTY: County of Humboldt Department of Aviation 3561 Boeing Ave., McKinleyville, CA 95519	LESSEE: _____ _____ _____
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Either party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this Section.

26. NUCLEAR FREE CLAUSE

LESSEE certifies by its signature below that LESSEE is not a nuclear weapons contactor, in that LESSEE is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. LESSEE agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if LESSEE becomes a nuclear weapons contractor.

27. DRUG FREE WORKPLACE

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

28. NON-EXCLUSIVE RIGHTS

This Agreement does not vest in LESSEE an exclusive right within the meaning of 49 United States Code Sections 40103(e) and 47107(a)(4).

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

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

30. TERMINATION BY LESSEE

LESSEE may request early termination of this Agreement in writing to the AIRPORT Manager, or their designee. COUNTY may grant early termination with the guarantee from LESSEE that it will pay to the COUNTY all monthly rent owed for the remainder of the term that the LESSEE occupies the leased premises. Said rent shall be due within three (3) business days of the approval and execution of an Early Termination Agreement signed by the LESSEE and the COUNTY. Any delay, or default in the payment of SETTLEMENT shall be considered a default of the provisions of this Agreement.

31. TERMINATION BY COUNTY

Except as provided elsewhere herein, COUNTY reserves the right to terminate this Agreement on seven (7) days' notice for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

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

32. LESSEE'S DEFAULT

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

33. COUNTY'S REMEDIES ON LESSEE'S DEFAULT

COUNTY, at any time after LESSEE is in default, can terminate this Agreement or can cure the default at LESSEE'S cost. If COUNTY at any time by reason of LESSEE'S default, pays any sum or does any act that

requires the payment of any sum, the sum paid by COUNTY shall be due from LESSEE to COUNTY within ten (10) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LESSEE. The remedies set forth in this Section are in addition to and do not in any manner limit other remedies set forth in particular Sections of this Agreement.

34. ATTORNEY'S FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorney's fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. BINDING EFFECT: CHOICE OF LAW: VENUE

This Agreement shall be binding upon and inure to the benefit of the parties and their personal representatives. This Agreement shall be governed by the laws of the State of California and shall be deemed to have been entered into in the City of Eureka, County of Humboldt, State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

36. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

A. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS - FAA RULES

LESSEE assures that it will undertake an affirmative action program as required by federal and state regulations, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities.

LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered sub-organizations provide assurance to COUNTY that they similarly will require assurances from their sub-organizations, as required by federal and state regulations, to the same effect.

B. COMPLIANCE WITH FAA, STATE, AND COUNTY REGULATIONS

LESSEE agrees to abide by all FAA rules and regulations pertaining to the operation of Airport(s), said rules being more particularly set forth in FAA Lease And Use Agreement Provisions which can be found in APPENDIX C of the RFP. Failure to comply with said rules and regulations shall be grounds for the termination of this Agreement.

LESSEE and its officers, agents, and employees shall carry on their activities and operations at Airport(s) in compliance with federal laws and Federal Aviation Administration regulations, state statutes, and the rules and regulations governing the use of Airport(s) and all other applicable COUNTY ordinances and regulations.

C. DESIGNATION

LESSEE shall designate in writing to COUNTY the name and title of the officer or member responsible for compliance with Sections 36(A) and 36(8).

D. TERMINATION

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

37. NO CONTINUING WAIVER

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

38. TIME OF ESSENCE

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

39. AMENDMENTS

This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement.

40. CONSENTS

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

41. CONSTRUCTION OF AGREEMENT SEVERABILITY

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

42. SURRENDER OF PREMISES

At the termination of this Agreement, LESSEE shall surrender the building and leased premises to COUNTY in good condition and repair pursuant to provisions set forth under Section 16, except for normal wear and tear.