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NOTICE IS HEREBY GIVEN that the Regular Meeting of the Aviation Advisory Commission will be held on:

Monday March 2, 2020 7:00 P.M.

CITY OF CAMARILLO
COUNCIL CHAMBERS
601 CARMEN DRIVE
CAMARILLO, CA

AGENDA

1. CALL to ORDER and PLEDGE of ALLEGIANCE
2. ROLL CALL
3. APPROVAL of MINUTES – February 3, 2020
4. PUBLIC COMMENT PERIOD - Citizens wishing to speak to the Commission on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of **three** minutes per item.

Speaker cards for issues NOT on the agenda must be submitted before the end of the public comment period.

Speaker cards for issues listed on the agenda must be presented before the item is up for consideration. Speakers will be called when the item is presented.

5. UNFINISHED BUSINESS – None
 6. NEW BUSINESS
- A. Subject: Authorization for the Director of Airports, or His Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0339-038-2020, When Offered, in an Estimated Amount of \$600,000, Which Will Provide Funds for

a Master Plan Update for Camarillo Airport; Authorization for the Director of Airports, or His Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements.

Recommendations:

Staff requests your Commission/Authority recommend that the Board of Supervisors:

1. Authorize the Director of Airports, or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0339-038-2020, when offered, in an estimated amount of \$600,000, which will provide funds for a Master Plan Update for Camarillo Airport; and
2. Authorize the Director of Airports, or his designee, to apply for, accept, and sign for a matching grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

B. Subject: Approval and Award of a Planning Services Contract with Coffman Associates, Inc., in the Amount of \$741,094, to Update the Camarillo Airport Master Plan and Authorization for the Director of Airports, or His Designee, to Sign the Contract.

Recommendations:

Staff requests that your Commission/Authority recommend that the Board of Supervisors:

1. Approve and award a planning services contract (Exhibit 1) to Coffman Associates, Inc., in the amount of \$741,094, to update the Camarillo Airport Master Plan; and
2. Authorize the Director of Airports, or his designee, to execute the contract; and
3. Authorize the Auditor-Controller to process the necessary budgetary transactions to revise the following appropriations:

Budget Unit 5040 Airports Capital Projects:

Increase Unit 5041 Airports Capital Projects	\$741,094
Decrease Fund E300 Unrestricted Net Position	\$741,094

C. Subject: Approval of the Revised Form Hangar Lease Agreement for Privately Owned Hangars at the Camarillo and Oxnard Airports to Replace Month-to-

Month Leases with Term Leases; Authorization for the Director of Airports or His Designee to Terminate All Existing Month-to-Month Hangar Lease Agreements for Privately Owned Hangars and to Sign the Revised Form Lease Agreement with Tenants of Existing Hangars.

Recommendations:

Staff requests that your Commission/Authorities recommend that the Board of Supervisors:

1. Approve the revised form hangar lease agreement for privately owned hangars at the Camarillo and Oxnard Airports (Exhibit 2), to replace the current month-to-month leases with term leases; and
2. Authorize the Director of Airports or his designee to terminate all existing month-to-month lease agreements for privately owned hangars and to sign the revised form lease agreement in Attachment 2 with tenants of existing privately owned hangars.

D. Subject: Certification of Board Review of the Final Mitigated Negative Declaration (MND) for the CloudNine Hangar Development Project at Camarillo Airport; Find There Is no Substantial Evidence the Project Will Have a Significant Effect on the Environment; Approval of the Project and Adoption of the Final MND and Mitigation Monitoring Plan; and Authorization for the Director of Airports or Designee to Sign and File the Notice of Determination; Designate the Clerk of the Board as the Custodian of Records for the Proceedings.

(Exhibit 1 available for review on the Department of Airports website www.ventura.org/airports)

Recommendations:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

1. Certify that the Board has reviewed and considered the information contained in the CloudNine Hangar Development Project (Project) Final Mitigated Negative Declaration (MND) and the Mitigation Monitoring Program (MMP) (Exhibit 1) and has considered all comments received.
2. Find that, on the basis of the whole record before the Board, including the Initial Study and public comments received, there is no substantial evidence the Project, as mitigated, will have a significant effect on the environment, and the Final MND reflects the independent analysis and judgment of the Board.

3. Approve and adopt the Final MND and MMP (Exhibit 1) and incorporate the Final MND mitigation measures into the Project.
4. Certify that the Final MND has been completed in compliance with the California Environmental Quality Act (CEQA) and the County of Ventura Administrative Supplement to the State CEQA Guidelines.
5. Designate the Clerk of the Board as the Custodian of Records for the proceedings in this matter.
6. Authorize the Director of Airports or designee to sign and file the Notice of Determination.

7. DIRECTOR'S REPORT

8. REPORTS

Monthly Activity Report – January 2020
Monthly Noise Complaints – January 2020
Consultant Reports – January 2020
Airport Tenant Project Status – February 2020
Project Status – February 2020
Rotation Schedule
Meeting Calendar

9. CORRESPONDENCE

Letter dated January 27, 2020 from Madeline Herrle to Kevin Douglass, Douglass Design and Build, Inc. re: Lease for Yard Space – Eubanks Road and Aviation Way Lot

Letter dated January 29, 2020 from Madeline Herrle to Joe Vacca, City of Camarillo re: General Plan Amendment & Referral Request – Richard Darling and Oxnard Union High School District – Change of Skyway Drive Property from RE to M-1 Zoning

Letter dated January 30, 2020 from Erin Powers to Brenda Perez, Federal Aviation Administration re: 5 Year Airport Capital Improvements Plan (ACIP); CMA – NPIAS NO. 06-0339; OXR – NPIAS NO. 06-0179

Letter dated January 31, 2020 from Madeline Herrle to Gregory Peacock, Tactical Communications re: 473 Post St. Camarillo, CA – Tactical Communications Lease

Letter dated February 6, 2020 from Erin Powers to Gary Adams, The Adams Companies re: Notice to Proceed, AEA No. 20-09; Independent Fee Estimate for Design Engineering Services for Camarillo Airport – Airport Master Plan Update

Letter dated February 7, 2020 from Madeline Herrle to Steve Scaroni, Fresh Harvest re: Office Lease at 295 Willis Avenue, Suite H-1, Camarillo, CA Security Deposit

Letter dated February 7, 2020 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated January 29, 2020

10. MISCELLANEOUS

11. COMMISSION COMMENTS - Comments by Commission members on matters deemed appropriate.

12. ADJOURNMENT

The next regular Commission meeting will be on Monday, April 6, 2020 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CITY OF CAMARILLO CLERK AT (805) 388-5353 OR ANA CASTRO AT (805) 388-4211. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY/DEPARTMENT OF AIRPORTS TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

AVIATION ADVISORY COMMISSION

MINUTES

February 3, 2020

1. CALL to ORDER and PLEDGE of ALLEGIANCE

Chair, Steve Weiss, called the meeting to order at 7:00 p.m. and led the pledge of allegiance.

2. ROLL CALL

PRESENT

Steve Weiss
Gary Jacobs
Maggie Bird
Nanette Metz
Robert Trimborn
James Flickinger
Bruce Hamous
Bobby Williams
Julie Mino

Excused (E)

Late (L)

AIRPORT STAFF

Kip Turner, Director
Erin Powers, Projects Administrator
John Feldhans, Operations Supervisor
Sean Herder, Operations Supervisor
Ana Castro, Management Assistant

ABSENT

Adriana Van der Graaf

3. APPROVAL OF MINUTES – January 6, 2020

Gary Jacobs moved to approve the January minutes and Robert Trimborn seconded the motion. All others voted in favor and the motion passed unanimously.

- 4. PUBLIC COMMENT** - Citizens wishing to speak to the Commission on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of **three** minutes per item.

Speaker cards for issues NOT on the agenda must be submitted before the end of the public comment period.

Speaker cards for issues listed on the agenda must be presented before the item is up for consideration. Speakers will be called when the item is presented.

None.

5. UNFINISHED BUSINESS

None.

6. NEW BUSINESS

- A. Subject: Receive and File Financial Reports for the Period Ending December 31, 2019.**

Recommendation:

Staff requests that your Commission/Authorities receive and file the unaudited financial reports for the period ending December 31, 2019.

Director Kip Turner went over a PowerPoint presentation and provided a summary of the Department of Airports' financial performance.

Gary Jacobs moved to approve staff's recommendation and Maggie Bird seconded the motion. All others voted in favor and the motion passed unanimously.

- B. Subject: Receive and File an Update on the Northeast Hangar Development Project, Phase 1 at Camarillo Airport.**

Recommendation:

Staff requests that your Commission/Authority receive and file an update on the Northeast Hangar Development's Phase 1 project at Camarillo Airport.

Projects Administrator Erin Powers went over a PowerPoint presentation and provided an updated on the Northeast Hangar Development project. Director Turner and Ms. Powers responded to questions posed by Commission members pertaining to project details, specifications, costs and anticipated revenue.

Robert Trimborn moved to approve staff's recommendation and Maggie Bird seconded the motion. All others voted in favor and the motion passed unanimously.

C. Subject: Recommendation that the Board of Supervisors Approve, and Authorize the Director of Airports or His Designee to Sign, Amendment Number 1 to the Consulting Services Contract for the Camarillo Airport Northeast Hangar Development with Mead and Hunt, Inc., Raising the Total Amount of the Contract by \$143,051 to \$1,455,601.

Recommendation:

Staff requests that your Commission/Authority recommend that the Board of Supervisors:

Approve, and Authorize the Director of Airports or His Designee to Sign, Amendment Number 1 to the Consulting Services Contract for the Camarillo Airport Northeast Hangar Development with Mead and Hunt, Inc., raising the total amount of the contract by \$143,051 to \$1,455,601 (Attachment 1).

Projects Administrator Erin Powers explained that the increased contract amount will go towards covering various redesign costs that were required by the permitting agencies, as well as costs for additional biological surveys and additional inspections required to expand the infiltration detention system. Ms. Powers shared that while many of these costs would normally be eligible for federal funding, the Department of Airports does not anticipate that the federal government would increase the grant amount to cover the fees at this point in the project.

Robert Trimborn moved to approve staff's recommendation and Maggie Bird seconded the motion. All others voted in favor and the motion passed unanimously.

7. DIRECTOR'S REPORT

Director Kip Turner shared that there was an aircraft incident (wheels up landing) on January 20th at Oxnard Airport however there were no injuries. Director Turner shared that the agenda for the Commission meeting in March would include the following items: 1) Grant Acceptance for CMA Master Plan Study; 2) CMA Master Plan Agreement; 3) Cloud Nine Mitigated Negative Declaration (MND); and, 4) New Hangar Lease. Mr. Turner also shared that the Commission bylaws may need to be placed on the April meeting agenda however he will discuss this further with the chair of the Commission.

Mr. Turner provided a projects update. Regarding the Taxiway H project at Camarillo Airport, the grants have been executed and a contract was awarded to Maxwell Asphalt. It is anticipated that a Notice to Proceed will go out very soon and there will be a pre-construction meeting in March. Regarding the private RKR project (also known as CloudNine) at Camarillo Airport, as previously mentioned the MND will come before the Commission in March. Regarding the Airport Layout Plan for Oxnard Airport, a final report was submitted to the Federal Aviation Administration (FAA) on January 31st. Regarding the runway project at Oxnard Airport, it is anticipated that a Notice to Proceed for design will come before the Commission in the April/May timeframe, with construction for this project taking place in June, 2021. Regarding the discrepancies noted in the Part 139 inspection that occurred at Oxnard Airport, the runway markings were completed in December and the taxiway sign panels have been replaced. The remaining item to be addressed is to refresh the taxiway striping and the Department of Airports will be going out to bid for that project soon. Regarding the master plans/system plans for both Camarillo and Oxnard airports, it is anticipated the FAA will contribute \$600,000 towards this effort. As previously mentioned, this item will come before the Commission in March.

Mr. Turner introduced Sean Herder who is the new operations supervisor at Oxnard Airport. He shared that the recruitment for the vacant deputy director position is still open but names of potential candidates have been referred for consideration. He also mentioned that there are a few other open positions to be filled but the hope is to be fully staffed by the end of first quarter. Lastly, Mr. Turner requested that John Feldhans, operations supervisor at Camarillo Airport, provide an update on the camera systems at both Camarillo Airport and Oxnard Airport.

8. REPORTS

Monthly Activity Report – December 2019
Monthly Noise Complaints – December 2019
Consultant Reports – December 2019
Airport Tenant Project Status – January 2020
Project Status – January 2020
Rotation Schedule
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE

Letter dated December 31, 2019 from Kip Turner to Darren Kettle, Ventura County Transportation Commission re: December 6, 2019, Letter from City of Camarillo Regarding CloudNine Project

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Letter dated January 2, 2020 from Madeline Herrle to Greg Epstein, Enhanced Landscape Management re: Lease for Yard Space – Eubanks Road and Aviation Way Lot

Letter dated January 6, 2020 from Madeline Herrle to Sheila Sannadan, Adams Broadwell Joseph & Cardozo re: December 13, 2019 Letter Public Records Request

Letter dated January 16, 2020 from Madeline Herrle to Sheila Sannadan, Adams Broadwell Joseph & Cardozo re: December 13, 2019 Letter Public Records Request

Letter dated January 16, 2020 from Madeline Herrle to Janna Sheehan, AC Trance, LLC re: Suite 109/110 New Lease

Letter dated January 17, 2020 from Madeline Herrle to Greg Epstein, Enhanced Landscape Management re: Month to Month Storage Yard Lease

Correspondence was received and filed.

10. MISCELLANEOUS

Information was received and filed.

11. COMMISSION COMMENTS

None.

12. ADJOURNMENT

There being no further business, the February 3, 2020 meeting of the Aviation Advisory Commission was adjourned at 7:46 p.m.

KIP TURNER, C.M.
Administrative Secretary

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March 2, 2020

Aviation Advisory Commission
Camarillo Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Authorization for the Director of Airports, or His Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0339-038-2020, When Offered, in an Estimated Amount of \$600,000, Which Will Provide Funds for a Master Plan Update for Camarillo Airport; Authorization for the Director of Airports, or His Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements.

Recommendations:

Staff requests your Commission/Authority recommend that the Board of Supervisors:

1. Authorize the Director of Airports, or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0339-038-2020, when offered, in an estimated amount of \$600,000, which will provide funds for a Master Plan Update for Camarillo Airport; and
2. Authorize the Director of Airports, or his designee, to apply for, accept, and sign for a matching grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

Fiscal/Mandates Impact:

Mandatory: *No*

Source of funding: *Federal Aviation Administration (87%)
Caltrans (4.5%)*

Funding match required: *Airport Enterprise Fund (5.5%)*

Impact on other departments: *None*

6a1

Summary of Revenue and Total Costs

	<u>FY 2019/20</u>	<u>FY 2020/21</u>
Revenue: FAA (87% of eligible items)	\$ 150,000	\$ 450,000
Caltrans (4.5%)	7,500	22,500
Direct Costs:	<u>200,000</u>	<u>541,094</u>
Net Costs – Airport Enterprise Fund	<u>\$ 42,500</u>	<u>\$ 68,594</u>

Current Fiscal Year Budget Projection:

FY 2019-20 Budget Projection for Airports Capital Projects - Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated (Savings/Deficit)
Appropriations	\$ 2,930,000	\$ 2,930,000	\$ 2,930,000	\$0
Revenue	1,816,400	1,816,400	1,816,400	0
Net Cost	\$(1,113,700)	\$(1,113,700)	\$(1,113,700)	\$0

Sufficient revenue and appropriations will be available in the FY 2019-20 capital budget to cover net costs.

Discussion:

The FAA Airport Improvement Program (AIP) and Caltrans provide grant funding to airports for certain airport improvements. The Department of Airports works closely with our regional representatives to develop a Five-Year Capital Improvement Plan (CIP), which identifies grant-eligible projects at the Camarillo Airport.

In anticipation of the FAA's deadline for grant award and the Board's meeting schedule, staff asks that the Department of Airports be authorized to accept FAA and Caltrans grants when offered, for the planning project described below.

In order to remain eligible for federal AIP grant funding, the FAA requires airports to maintain a current Master Plan and Airport Layout Plan (ALP). The FAA last approved a master plan update for Camarillo Airport in 2011 and only minor updates or revalidations have kept the airport layout plan current. However, due to the length of time since the last master plan update, needed significant future improvements, and changes in federal requirements for airport layout plans, the FAA has agreed that it is appropriate timing for the project and to provide entitlement funding for a full master plan update.

The project has been programmed by the FAA under the FAA's Airport Improvement Program. It is anticipated that the FAA will utilize entitlement dollars from Camarillo and Oxnard Airport to fund the project in an approximate amount of \$600,000. Caltrans may provide a matching grant for 5% of the federal funds through the California Department of Transportation matching grant program. The balance of the project funding will be borne by the Airport Enterprise Fund.

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The project consists of the following elements:

Update to Camarillo Airport's Master Plan

The primary objective of the Airport Master Plan Update is to evaluate the existing conditions at Camarillo Airport, forecast future demand, determine the immediate and future facility requirements, identify the most appropriate airport improvements to meet the demand of airport users, and update the Airport Layout Plan (ALP) drawing set. It is important that this study also analyzes the role of Camarillo Airport in relationship to the role that Oxnard Airport plays within the County, and to make appropriate determinations for both airports working in unison with one another to best meet aviation demands of the region. The work effort will also include an Airports GIS Aeronautical Survey per FAA Advisory Circular 150/5300-18B and a robust public involvement program to provide a transparent and inclusive study process. State environmental review is also planned as part of the work effort, but is an ineligible item for federal funding.

The project described in this letter is in line with the County of Ventura Strategic Plan, Focus Area 3, Strategic Goals 2 and 3 (Location Map, Exhibit 1).

While the grant agreement for Grant No. 3-06-0339-038-2020 is not presently available, it is anticipated that the grant agreement will be similar to prior FAA grant agreements approved by the Board of Supervisors (2019 FAA Grant Agreement Example, Exhibit 2). These grant agreements require an executed Certificate of Sponsor's Attorney. Therefore, the Board of Supervisors is being asked to also authorize County Counsel to execute the Certificate of Sponsor's Attorney, certifying that the County has the authority to enter into the grant agreement and that the grant agreement constitutes a legal and binding obligation.

If you have any questions regarding this item, please call Erin Powers at (805) 388-4205, or me at (805) 388-4200.

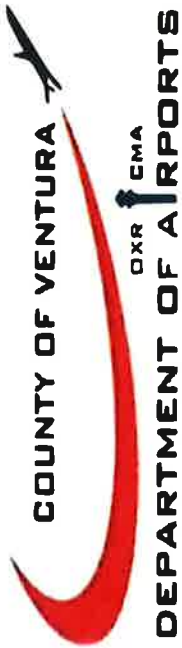


KIP TURNER, C.M.
Director of Airports

Attachments:

- Exhibit 1 – Location Map
- Exhibit 2 – 2019 FAA Grant Agreement Example

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Federal Fiscal Year 2020

\$741,094



EXHIBIT 1

1. Master Plan Update

Camarillo Airport

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U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer [REDACTED]

Airport/Planning Area Camarillo

AIP Grant Number [REDACTED]

DUNS Number [REDACTED]

TO: County of Ventura
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated [REDACTED], for a grant of Federal funds for a project at or associated with the Camarillo Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Camarillo Airport (herein called the "Project") consisting of the following:

[REDACTED]

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$318,195. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$318,195 airport development

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 7, 2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 25. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Typed Name)

Manager,

Los Angeles Airports District Office

(Title of FAA Official)

SAMPLE

7 6a11

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____

County of Ventura

By: _____

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of CA. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____

By: _____

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) 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.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It 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. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

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NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Expand Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

SAMPLE

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THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

SAMPLE



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March 2, 2020

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 555 Airport Way, Suite B
 Camarillo, CA 93010

Subject: Approval and Award of a Planning Services Contract with Coffman Associates, Inc., in the Amount of \$741,094, to Update the Camarillo Airport Master Plan and Authorization for the Director of Airports, or His Designee, to Sign the Contract.

Recommendations:

Staff requests that your Commission/Authority recommend that the Board of Supervisors:

1. Approve and award a planning services contract (Exhibit 1) to Coffman Associates, Inc., in the amount of \$741,094, to update the Camarillo Airport Master Plan; and
2. Authorize the Director of Airports, or his designee, to execute the contract; and
3. Authorize the Auditor-Controller to process the necessary budgetary transactions to revise the following appropriations:

Budget Unit 5040 Airports Capital Projects:

Increase Unit 5041 Airports Capital Projects	\$741,094
Decrease Fund E300 Unrestricted Net Position	\$741,094

Fiscal/Mandates Impact:

Mandatory: *No*

Source of funding: *Federal Aviation Administration (87% of eligible items)*
Caltrans (4.5%)

Funding match required: *Airport Enterprise Fund (5.5%)*

Impact on other departments: *None*

<u>Summary of Revenue and Total Costs</u>	<u>FY 2019/20</u>	<u>FY 2020/21</u>
Revenue: FAA (87% of eligible items)	\$ 150,000	\$ 450,000
Caltrans (4.5%)	7,500	22,500
Direct Costs:	<u>200,000</u>	<u>541,094</u>
Net Costs – Airport Enterprise Fund	<u>\$ 42,500</u>	<u>\$ 68,594</u>

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Current Fiscal Year Budget Projection:

FY 2019-20 Budget Projection for Airports Capital Projects - Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated (Savings/Deficit)
Appropriations	\$ 2,930,000	\$ 2,930,000	\$ 2,930,000	\$0
Revenue	1,816,400	1,816,400	1,816,400	0
Net Cost	\$(1,113,700)	\$(1,113,700)	\$(1,113,700)	\$0

Sufficient revenue and appropriations will be available in the FY 2019-20 capital budget to cover net costs.

Discussion:

The FAA Airport Improvement Program (AIP) and Caltrans provide grant funding to airports for certain airport improvements. The Department of Airports works closely with our regional representatives to develop a Five-Year Capital Improvement Plan (CIP), which identifies grant-eligible projects at the Camarillo Airport.

In order to remain eligible for federal AIP grant funding, the FAA requires airports to maintain a current Master Plan and Airport Layout Plan (ALP). The FAA last approved a master plan update for Camarillo Airport in 2011 and only minor updates or revalidations have kept the airport layout plan current. However, due to the length of time since the last master plan update, needed significant future improvements, and changes in federal requirements for airport layout plans, the FAA has agreed that it is appropriate timing for the project and to provide entitlement funding for a full master plan update.

The consultant, Coffman Associates, Inc., was selected through a request for qualifications selection process in August 2016 as the Airports Consultant for a five (5) year term, which complies with the guidelines of the Federal Aviation Administration (FAA) Advisory Circular 150/5100-14D, and in accordance with the Consultant Selection Process adopted by the Board of Supervisors (Board) on November 3, 1998. Although they were selected as the Airport's Consultant for a five (5) year term, each contract awarded during that period must be negotiated individually. Those contracts exceeding \$200,000 must be approved and awarded by the Board.

The project has been programmed by the FAA under the FAA's Airport Improvement Program. It is anticipated that the FAA will utilize entitlement dollars from Camarillo and Oxnard Airport to fund the project in an approximate amount of \$600,000. Caltrans may provide a matching grant for 5% of the federal funds through the California Department of Transportation matching grant program. The balance of the project funding will be borne by the Airport Enterprise Fund. However, due to the critical importance of this planning effort, if federal or state funding becomes

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unavailable, the Department of Airports is prepared to execute the contract with the consultant and fund the full cost of the project from the Airport Enterprise Fund.

The project consists of the following elements:

Update to Camarillo Airport's Master Plan

The primary objective of the Airport Master Plan Update is to evaluate the existing conditions at Camarillo Airport, forecast future demand, determine the immediate and future facility requirements, identify the most appropriate airport improvements to meet the demand of airport users, and update the Airport Layout Plan (ALP) drawing set. It is important that this study also analyzes the role of Camarillo Airport in relationship to the role that Oxnard Airport plays within the County, and to make appropriate determinations for both airports working in unison with one another to best meet aviation demands of the region. The work effort will also include an Airports GIS Aeronautical Survey per FAA Advisory Circular 150/5300-18B and a robust public involvement program to provide a transparent and inclusive study process. State environmental review is also planned as part of the work effort, but is an ineligible item for federal funding.

The project described in this letter is in line with the County of Ventura Strategic Plan, Focus Area 3, Strategic Goals 2 and 3 (Location Map, Exhibit 2).

The project was not included in the FY 2019-20 capital budget for the Airport Enterprise Fund and therefore the Department of Airports is requesting the Auditor Controller make the necessary budgetary transactions to fund the project from the Airport Enterprise Fund.

If you have any questions regarding this item, please call Erin Powers at (805) 388-4205, or me at (805) 388-4200.



KIP TURNER, C.M.
Director of Airports

Attachments:

- Exhibit 1 – Contract
- Exhibit 2 – Location Map

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**CONSULTING SERVICES CONTRACT
AEA No. 20-08
Camarillo Airport – MASTER PLAN UPDATE**

This is a Contract, made and entered into this March ____, 2019, by and between the County of Ventura, hereinafter referred to as COUNTY, and Coffman Associates, Inc., 4835 E. Cactus Road, Suite 235, Scottsdale, AZ 85254, hereinafter referred to as CONSULTANT.

This Contract shall be administered for the COUNTY by the COUNTY's Department of Airports. Claims, disputes, or complaints to the COUNTY under this contract must be addressed to the Projects Coordinator located at 555 Airport Way, Suite B, Ventura, CA 93010 by certified mail return receipt requested. This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all previous and contemporaneous agreements, understandings and negotiations regarding the subject matter of this Contract. No modification, waiver, amendment or discharge of this Contract is valid unless the same is in writing and signed by duly authorized representatives of both parties.

The parties hereto agree as follows:

1. COUNTY hereby retains CONSULTANT to perform services as provided in the "Scope of Work and Services", attached hereto as "Exhibit A", and the "County of Ventura, Public Works Agency, Consultant's Guide to Ventura County Procedures" as amended, which is on file with the County of Ventura, Public Works Agency, and which by reference is made a part hereof. This Contract shall take precedence over the Guide in case of conflicting provisions, otherwise they shall be interpreted together.
2. All work under this Contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as "Exhibit B". COUNTY shall issue a suspension of the contract time whenever CONSULTANT is delayed by action or inaction of COUNTY and CONSULTANT promptly notifies COUNTY of such delays.
3. Payment shall be made monthly, within 30 days from when the COUNTY receives an invoice along with a COUNTY claim form, or 10 days from when the Auditor-Controller's office receives the invoice and COUNTY claim form, in accordance with the "Fees and Payment", attached hereto as "Exhibit C".
4. COUNTY, Federal Aviation Administration (FAA), Comptroller General of the United States or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

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5. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

6. This Contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by COUNTY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this Contract. If given written notice, COUNTY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the COUNTY and to all deductions provided for in this Contract. All money withheld, whether assigned or not, shall be subject to being used by COUNTY for completion of the work, should the Contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by a Vice President of CONSULTANT.

In performing these professional services, CONSULTANT is an independent contractor and is not acting as an agent or employee of COUNTY.

7. COUNTY retains the right to terminate this Contract for any reason prior to completion by notifying CONSULTANT in writing, and by paying charges accumulated prior to such termination. Such charges shall be limited to the maximum fee specified in "Exhibit C" for completion of any separately identified phase of the work which, at the time of termination, has been started by request of COUNTY.

8. On completion or termination of Contract, COUNTY shall be entitled to immediate possession of, and CONSULTANT shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONSULTANT for this particular project prior to any termination. No documents prepared pursuant to this Contract or any modifications thereof shall be copyrighted by CONSULTANT or by COUNTY. CONSULTANT may retain copies of said original documents for CONSULTANT's files.

9. CONSULTANT is authorized to place the following statement on the drawings or specifications prepared pursuant to this Contract:

"This drawing (or These specifications), including the designs incorporated herein, is (are) an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on date. Any use, in whole or in part, for any other project without written authorization of Coffman Associates, Inc., shall be at user's sole risk."

10. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this contract. During the term of this agreement CONSULTANT shall not employ or compensate personnel currently employed by COUNTY.

CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to the

COUNTY's subject project. This includes contracts and arrangements with manufacturers, suppliers, contractors or other third parties which possess or seek to obtain a financial interest related to the COUNTY's subject project.. In performing services under this Contract, CONSULTANT acknowledges that it may be subject to laws addressing financial conflicts of interest such as the Political Reform Act ("Act"), Government Code section 81000 et seq.

CONSULTANT shall comply with financial disclosure requirements under the Act as directed by COUNTY, and shall not engage in activities that may constitute a conflict of interest under applicable law.

11. This Contract may be funded in part by a Federal Aviation Administration (FAA), Airport Improvement Program (AIP) grant. Personnel performing services in the field during construction are required in accordance with Section 1770 et. seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act) to be paid the higher of determinations of the general prevailing wages for various classes of workers in Ventura County as made by the California Director of Industrial Relations or the U.S. Secretary of Labor.

12. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including the COUNTY's boards, agencies, departments, officers, employees and agents (collectively "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract.

13. Insurance Requirements

a. Without limiting CONSULTANT's duty to indemnify and defend COUNTY as required herein, CONSULTANT shall, at CONSULTANT'S sole cost and expense and throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:

- 1) Commercial General Liability insurance shall provide a minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
- 2) Automobile Liability insurance shall provide a minimum of either a combined single limit of \$300,000 for each accident or all of the following: \$100,000 bodily injury per person, \$300,000 bodily injury per accident and \$50,000 property damage
- 3) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000.
- 4) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000 coverage for each occurrence or \$2,000,000 in annual aggregate coverage.

b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide

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COUNTY with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name County of Ventura and its officials employees and agents as additional insured ("Additional Insureds") on CONSULTANT'S general and automobile liability insurance policies.

All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. CONSULTANT agrees to waive all rights of subrogation against the Additional Insureds for losses arising directly or indirectly from the activities or work performed by CONSULTANT hereunder.

c. Notwithstanding subparagraph 13.a., if the Professional Liability coverage is "claims made", CONSULTANT must, for a period of five (5) years after the date when Contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONSULTANT to COUNTY,

14. CONSULTANT shall sign and comply with the statement as set forth in "Exhibit D" hereto. Where the word Contractor is used in "Exhibit D" it shall mean "CONSULTANT".

15. Disputes arising under or related to the performance of the Contract shall be resolved by arbitration unless the COUNTY and the CONSULTANT agree in writing, after the dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and implementing regulations at Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations.

The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of section 1300 et seq. of Title 1 of the California Code of Regulations.

Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340 – 1346 of Title 1 of the California Code of Regulations, the parties may mutually agree to waive representation by Counsel.

Prior to filing a Complaint in Arbitration, the CONSULTANT shall exhaust his administrative remedies by attempting to resolve his dispute with COUNTY's staff in the following sequence:

Project Coordinator
Director of Airports (Director)

CONSULTANT shall initiate the administrative review process no later than thirty (30) days after the dispute has arisen by submitting a written statement describing the dispute and request for relief, along with supporting argument and evidence, to the Project Coordinator. CONSULTANT may appeal the Project Coordinator's decision in writing to the Director not later than seven (7) days after receipt of the Project Coordinator's decision. The Project Coordinator's and Director's decision shall be in writing. The Director's decision shall be the final decision.

CONSULTANT: COFFMAN ASSOCIATES, INC. Taxpayer No.: _____

Dated: _____

Print Name and Title

Dated: _____

Print Name and Title

COUNTY: County of Ventura

Dated: _____
Kip Turner, Director of Airports

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EXHIBIT A

Planning Scope of Services Airport Master Plan Update For Camarillo Airport

GENERAL PROJECT DESCRIPTION

The Camarillo Airport Master Plan Update Scope of Services is being prepared pursuant to initiation of the Master Plan Update (study), to establish the goals of the project and framework from which all parties to the project may participate. The objective of the Master Plan Update is to provide the County of Ventura (Sponsor) with proper guidance for future Airport(s) development which will satisfy aviation demands within the County and the greater regional area and be wholly compatible with the environment and the communities which surround and support the Airport.

Additionally, this Master Plan Update study will evaluate Camarillo Airport in relationship to the system of airports serving Ventura County (Camarillo Airport and Oxnard Airport), and considerations will be given to both its existing role as well as the role of Oxnard Airport. Regional perspective will be provided when evaluating the airports in order to identify how aviation demand can best be met throughout the region served by Ventura County Airports.

Coordination between the Sponsor, Regional, State, and Federal agencies, County leadership, the communities, tenants, and users of the Airport, the advisory groups that play an instrumental role in the overall guidance of the Airport, and the Consultant will be essential to bringing together all facts and data relevant to the project and to developing a mutual agreement regarding future development of the airport. A Planning Advisory Committee will be established for the study and the public at-large will be directly engaged at key points during the study process.

The goal of this Master Plan Update is to provide the framework needed to guide future airport development that will cost-effectively satisfy aviation demand, while considering potential environmental and socioeconomic impacts. The Master Plan will meet the following general objectives.

- Determine and plan for future growth opportunities and development at the Camarillo Airport in all segments of aviation to include: light general aviation, corporate, business, training, and commercial aviation forecasts and needs.
- Document the issues that the proposed development will address.
- Justify the proposed development through the technical, economic, and environmental investigation of concepts and alternatives.

- Provide an effective graphic presentation of the development of the airport and anticipated land uses in the vicinity of the airport.
- Establish a realistic schedule for the implementation of the development proposed in the plan, particularly the short-term capital improvement program.
- Provide sufficient project definition and detail for subsequent environmental evaluations that may be required before a project is approved.
- Present a plan that adequately addresses the issues and satisfies local, State, and Federal regulations.
- Document policies and future aeronautical demand to support municipal or local deliberations on spending, debt, land use controls, and other policies necessary to preserve the integrity of the airport and its surroundings.
- Set the stage and establish the framework for a continuing planning process. Such a process should monitor key conditions and permit changes in plan recommendations as required.

Other specific objectives to be addressed in this Scope of Services include:

- To research and evaluate socioeconomic factors likely to affect the air transportation demand (general aviation and commercial passenger service) in the region.
- To review and discuss potential opportunities, economic benefits, and concerns for Ventura County in relation to the exploration of having commercial passenger service potentially return to Ventura County Airports
- To discuss alternatives, opportunities, and concerns associated with each Ventura County Airport if it is determined that commercial passenger service should be offered by Ventura County Airports.
- To determine the projected facility needs of airport users through the year 2040, by which to support airport development alternatives.
- To recommend improvements that will enhance the airport's safety capabilities to the maximum extent possible.
- To recommend improvements that will enhance airport capacity to the maximum extent.
- To produce current and accurate airport base maps and Airport Layout Plan (ALP) drawings.

- To establish a schedule of development priorities and a program for the improvements proposed in the Master Plan.
- To prioritize the airport capital improvement program and develop a detailed financial plan.
- To develop a robust and productive public involvement throughout the planning process.
- To conduct an aeronautical survey that is compliant with Federal Aviation Administration Airport (FAA) Geographic Information System (AGIS) standards and includes airspace and obstruction information submitted to and approved by the FAA.

This Master Plan Update, once completed, reviewed, and adopted by both the FAA and the Ventura County Board of Supervisors, will provide recommendations from which the Sponsor may then take action to improve the airport and all associated services important to public needs, convenience, and economic growth. The Master Plan Update study will benefit all residents of the regional area by providing a comprehensive plan which supports and balances continued growth of aviation activities and the environmental preservation of the surrounding communities.

It is important to note that Camarillo Airport is currently conducting an Airfield Geometry and Drainage Study. Certain elements associated with this study will be used for further input into the Master Plan Update.

BASIC SERVICES

ELEMENT 1 – INITIATION

This study element defines the steps taken to initialize the Master Plan Update. This includes tasks associated with the preparation of a detailed scope of services and cost proposal, coordination with key stakeholders associated with the Ventura County airport system, and development of study material to aid in the study process. An introduction to the Master Plan Update is essential in order to successfully define the goals and objectives and identify key issues that should be analyzed during the study process.

Task 1.1 – Prepare Scope of Services and Budget

Description: Detailed descriptions of each item of work required for completion of the Master Plan Update for Camarillo Airport will be prepared. Guidelines provided by the Sponsor and those drawn from the Federal Aviation Administration (FAA) will be integrated into the scope of services. Initial and final draft copies of the work program will be prepared and delivered to the Sponsor for comments. The final product of this task will be the scope of services which will be attached and made a part of the project contract documents. Each item of work outlined under this Task will be evaluated to estimate the number of person-days necessary to accomplish the work efforts and the cost per person-day based on the billing classifications of the planning professionals assigned. Expenses for travel, subsistence,

materials, computer time, reproduction and printing, and miscellaneous study-related costs will also be estimated. When estimated person-days have been established, they will provide input to the development of a project schedule identifying allowable time frames for major phases of the study. This schedule will also identify milestones for deliverables of each element to be submitted for review. A task-by-task itemization of project person-days and costs with a final project time schedule in graphic form will be attached to all copies of the final scope of services.

Responsibilities:

Consultant: Develop the scope of services, budget, and schedule from which contract terms will be based.

Sponsor: Review and negotiate the scope of services, budget, and schedule to ensure proper attention is paid to critical areas.

Product: A detailed scope of services and task-by-task itemization of the project person-days, costs, and project schedule.

Task 1.2 – Establish Planning Advisory Committee

Description: Potential members will be identified and asked to serve on a Planning Advisory Committee (PAC) for the Master Plan Update. The PAC will be composed of **(a)** representatives of FAA, as well as other local, Regional, State, or Federal agencies; **(b)** airport users and tenants; **(c)** local community representatives; and **(d)** members of the advisory groups that provide guidance to the Ventura County Board of Supervisors in relation to Ventura County Airports. The PAC, which is a non-voting body, will advise the Consultant on the content and recommendations of the Master Plan Update through meetings and review of “draft” working papers. The PAC will not exceed twenty (20) members.

Responsibilities:

Consultant: Assist Sponsor in the identification of potential PAC members. Prepare a “draft” invitation letter for the Sponsor to send to potential committee members.

Sponsor: Establish a final list of names and addresses of chosen PAC members. Send an invitation to each member.

Product: A non-voting PAC (not to exceed 20 members) which will meet during the course of the Master Plan Update.

Task 1.3 – Prepare Study Workbooks

Description: Provide up to twenty (20) standard three-ring notebooks for distribution to the PAC and Sponsor for their use during the Master Plan Update. The workbook format will be developed with sections for inserting working papers, notes, and other pertinent information. The workbook format and all follow-up materials will also be offered electronically.

Responsibilities:

Consultant: Design and prepare workbooks for the PAC and Sponsor.

Sponsor: Review and comment prior to distribution.

Product: Up to twenty (20) study workbooks.

Task 1.4 – General Background Information, Document Goals and Objectives, Outline Baseline Assumptions and Specific Master Plan Issues

Description: General background information summarizing why the Master Plan Update is being conducted will be prepared and outlined in the introduction section of the study. Prepare a list of goals and objectives for the Master Plan Update that clearly identifies the primary expectations of the study process. The list will be included in the introduction section of the study and will be presented to the PAC at the first committee meeting. The goals and objectives may be modified or revised based on input provided by the PAC. This overview will be important in determining such agenda as the role of the airport and level of service provided to the public. The listing will also be used to make sure the study adequately covers the key issues associated with the future development of the airport. General assumptions that will be utilized for the study effort will be developed and outlined. These assumptions will be coordinated with the Sponsor and the FAA and included in the introduction section of the study. Specific master planning issues will also be identified. A full collaborative Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis will be completed to better assess the study outcomes, goals, and objectives established.

Responsibilities:

Consultant: Develop an introduction section which provides background information and the basis for conducting the Master Plan Update. Organize and coordinate the development of a listing of the goals and objectives. Prepare a list of study assumptions and master planning issues. Help facilitate a SWOT analysis with the PAC.

Sponsor: Review and comment. Assist the Consultant in identifying and coordinating the primary goals and objectives of the study.

Product: Background information for inclusion in the study's introduction section. Goals and objectives for the Master Plan Update and a list of study assumptions and master planning issues.

ELEMENT 2 – INVENTORY

The purpose of this study element is to assemble and organize relevant information, data, and mapping to be used throughout the study in support of various analyses. This element will maximize the use of existing information and will prepare new data and documentation only when existing information is unavailable, incomplete or outdated. Narrative prepared as part of this element will highlight the changes since the completion of the previous Master Plan. Information gathered and narrative prepared will also focus on the interrelationship of Camarillo and Oxnard Airports and the roles they serve to provide framework for the roles they will play in meeting future aviation demand segments.

Task 2.1 – Evaluate Existing Documents

Description: Evaluate existing documents and previous planning efforts for their adaptability or use in the Master Plan process. These documents will include previous master plans, area development plans, terminal area plans, and such other documentation as available. Where possible, revise or adapt existing documents or working formats for the Master Plan Update.

Responsibilities:

Consultant: Review and evaluation of existing planning documents.

Sponsor: The Sponsor staff shall assist the Consultant in the procurement of existing documents.

Product: Compilation of previous study efforts and existing documents for input to future tasks.

Task 2.2 – Obtain new Color Aerial Photograph and Mapping

Description: The Consultant will assemble new digital electronic color aerial photography and new topographic/planimetric and obstruction mapping of the Airport and its environs in accordance with FAA Advisory Circulars 150/5300-16A, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*; 150/5300-17C, *General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey*; and 150/5300-18B, *General Guidance And Specifications For Submission Of Aeronautical Surveys To NGS: Field Data Collection And Geographic Information System (GIS) Standards*. Topographic and planimetric mapping of the surrounding area and aerial photography of the airport including existing airport property, as well as the inner approach surface areas, will be obtained by the Consultant. The digital color aerial photography will be used for base mapping and exhibits. The horizontal datum will be NAD83 and the vertical datum will be NAVD88.

Submit a Statement of Work, Survey and Quality Control Plan, and an Imagery Acquisition Plan to the FAA Planner via the Airports Geographic Information System (AGIS) website at <https://airports-gis.faa.gov/public/index.html> for review and approval. Tie the airport survey to the National Spatial Reference System (NSRS) according to AC 150/5300-16A. The survey and planimetric data collected during this task will be formatted to allow the data to be loaded directly into the FAA's Airports GIS system via the FAA's web portal.

Responsibilities:

Consultant: Obtain new digital color aerial photography and topographic/planimetric and obstruction mapping. Upload the data into FAA's Airports GIS system.

Sponsor: Coordinate with the Consultant.

Product: New digital color aerial photography and topographic/planimetric and obstruction mapping for use in preparing base maps, airport layout plan, and airspace and inner approach surface drawings. Survey data uploaded into FAA's Airports GIS system.

Task 2.3 – Inventory Airport Physical Facilities

Description: Perform an inventory of physical facilities and land uses which presently exist within the boundaries of the airport. The inventory will include an examination of plans and documents as well as a thorough on-site inspection of each physical facility to determine its type and size and use. The work effort will make maximum use of existing information available in the airport and Sponsor offices. The following relevant areas are included as a minimum:

Airfield: Record of pavement strengths (including PCN's), conditions, and dates of rehabilitations or overlays (all runways, taxiways, and aprons); lighting and navigational aid systems.

Fixed Base Operator (FBO) / General Aviation Services Complex: Square footage of structures and use; fuel storage capacity (by fuel grade) and location of tanks.

Ancillary Facilities: Other businesses on airport (define type of business and building size); Aircraft Rescue and Firefighting (ARFF) and maintenance facilities and description of equipment.

Responsibilities:

Consultant: Conduct an inventory of the airport facilities to accumulate pertinent data.

Sponsor: Provide the Consultant access to the airport property and airport records as necessary.

Product: Tabulated airport facilities inventory for input to later tasks.

Task 2.4 – Inventory Airport Access and Parking

Description: Making maximum use of existing information, perform an inventory of airport access system with special emphasis on ease of circulation and use of the airport and vicinity roadway system. A series of inventory subtasks will be conducted to obtain the following information, at a minimum, and included in graphic form as appropriate:

- a) Roadway system circulation and traffic flow, including number of lanes and turn lanes.
- b) Automobile parking lots (location, condition, and number of spaces).
- c) Perimeter and ancillary roadway systems.
- d) Existing and future transportation plans occurring beyond airport property and their potential impact/effect on the airport and its surrounding environment.

Responsibilities:

Consultant: Conduct an inventory of the airport access and parking to accumulate pertinent data.

Sponsor: Assist the Consultant in obtaining existing available airport data relating to access and parking.

Product: Base data input to subsequent tasks.

Task 2.5 – Inventory Air Traffic Activity, Airspace, Air Traffic Control, and Regional Airports

Description: Air traffic activity data for the airport will be assembled and organized from various sources such as local airport traffic control tower (ATCT) records, FAA's Traffic Flow Management System Count (TFMSC), FAA's National Based Aircraft Inventory Program (www.basedaircraft.com), and GCR's Airport IQ. Relevant data on general aviation (private and corporate), air taxi, and military activity will be collected. Data will be obtained from the Sponsor, the FAA Regional and District Offices, FBOs, etc. The assembled data will include, as available:

- a) Historical operations, including local (touch-and-go) and itinerant operational splits.
- b) Based aircraft by type, as available.
- c) Estimated use (by percentage) of each runway.

Review and perform inventories of airspace and air traffic procedures at the airport. Conduct interviews with airport officials, FAA representatives, pilots, and others as necessary or appropriate to develop a complete description of the existing airspace environment and current airport traffic procedures. Basic inventory items will include:

- a) Airport traffic patterns.

- b) Approach and departure procedures.
- c) Military airspace near the airport.
- d) National Parks/Wilderness Areas.

Identify and describe existing public airport facilities within a 30-nautical mile radius of Camarillo Airport. Basic inventory items will include:

- a) Runway length and width.
- b) Instrument approach procedures.
- c) Airline/tour operator services
- d) General aviation services
- e) Total based aircraft, annual operations, and annual enplaned passengers as appropriate.

Responsibilities:

Consultant: Assemble data.

Sponsor: Assist Consultant in obtaining available airport records. Assist in arranging interviews as necessary.

Product: Input to subsequent tasks.

Task 2.6 – Inventory Socioeconomic Data

Description: Obtain available statistical data on historical and forecast socioeconomic factors for the Camarillo and Oxnard Airport service areas as well as Ventura County and the greater regional area. These factors will include, at a minimum, employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

Responsibilities:

Consultant: Assemble data based on latest available information. Identify data source in Master Plan documents.

Sponsor: Assist in collection of data.

Product: Input to later analysis.

Task 2.7 – Obtain Tabulated Wind Data

Description: The Consultant will obtain the most current ten years of wind data for the airport from the National Oceanic and Atmospheric Administration National Climatic Center for use in preparing an updated wind rose for the Airport Layout Plan (ALP).

Responsibilities:

Consultant: Obtain tabulated wind data.

Sponsor: Coordinate with the Consultant as necessary.

Product: Tabulated wind data for use in preparing updated wind rose.

Task 2.8 – Inventory Vicinity Land Use and Controls

Description: Review existing local, Regional, and State planning and land use regulations, including the existing local comprehensive land use plans, in order to (1) ensure that the resultant Master Plan will be compatible with local, Regional, and State long-range planning goals, objectives, and policies; and (2) determine the strengths and weaknesses of local and state regulatory controls with regards to ensuring compatibility of the surrounding area with the airport.

Responsibilities:

Consultant: Assemble data based on latest information available.

Sponsor: Assist in collection of data.

Product: Input to later analysis.

Task 2.9 – Inventory Airport Financial Data

Description: In consultation with airport staff, develop a detailed understanding of the type, format and level of detail that will be most beneficial as a part of the capital improvement/financial plan developed in the Master Plan. Identify the specific financial data and information necessary to help prepare the capital improvement program for the proposed development resulting from the planning process. This information will pertain primarily to the following, as it is available:

- a) Financial statistics of the airport.
- b) Airport management policies and guidelines
- c) Airport leases, user fees, and other sources.
- e) Capital improvement projects planned or in progress.
- f) Previous FAA and State grants.

Responsibilities:

Consultant: Assemble data.

Sponsor: Provide and review available financial data with Consultant.

Product: Input data to subsequent tasks.

Task 2.10 – Prepare Inventory Working Paper

Description: Prepare a working paper which will provide up-to-date information in tabular, narrative, and graphic format. This will include information on the airport facilities, applicable air traffic activity, access and parking data, present planning efforts, an overview of airspace, air traffic characteristics, and

an operations data summary describing aircraft activity for use in subsequent analyses. This task involves the use of existing data for the airport.

Responsibilities:

Consultant: Develop complete narrative and graphics for the working paper. Distribute working papers to the PAC members.

Sponsor: Review and comment.

Product: Up to twenty (20) copies of a working paper covering the items outlined in the inventory element. This working paper will become a chapter in the final report.

ELEMENT 3 – AVIATION DEMAND FORECASTS

This study element is intended to determine an estimate of future levels of air traffic by quantity and by characteristics that will identify the demand that must be met by Camarillo Airport. Consideration will also be given to forecasts of aviation demand needed to meet the system of airports established in Ventura County. The forecast models will be conducted in conformance with forecasting standards outlined in Chapter 7 of FAA Advisory Circular 150/5070-6B, *Airport Master Plans*. The FAA will approve the 5- and 10-year forecasts as part of the Master Plan Update. The work tasks to be carried out as part of the element include the following:

Task 3.1 – Review Regional and Airport Area Socioeconomic Forecasts

Description: Review and analyze current local and regional socioeconomic forecasts obtained in the inventory element. In consultation with State, Regional, and local planning agencies and other local agency participants, select the forecasts which seem most representative of expected future trends.

Responsibilities:

Consultant: Review all socioeconomic material pertaining to the study and the region.

Sponsor: Identify potential sources of information and assist the Consultant in obtaining socioeconomic material.

Product: Forecasts of expected socioeconomic trends.

Task 3.2 – Prepare General Aviation, Air Taxi, and Military Demand Forecasts

Description: Develop general aviation, air taxi, and military demand forecasts using both simple and more complex methodologies taking into consideration forecasts from other sources such as the FAA. Historical general aviation activity statistics for the airport will be organized to

evaluate airport peaking characteristics and fleet mix ratios. The methodology used in this analysis will involve a variety of techniques that will factor in national general aviation transportation statistics, local socioeconomic factors as well as the independent airport data. Correlation analysis techniques will include relative simple graphical comparisons as well as more complex regression analysis. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology in general aviation and will result in estimates of aviation demand for 5-, 10-, and 20-year periods which will be presented as follows:

- a) Based aircraft totals and mix.
- b) Annual general aviation, air taxi, and military operations (local vs. itinerant).
- c) Peak hour operations.
- d) Annual instrument approaches (AIAs).

A 5-, 10-, and 20-year forecast for general aviation, air taxi, and military demand have been prepared as part of the Camarillo Airport Airfield Geometry and Drainage Study. These forecasts will be revisited and refined as appropriate for input into the Master Plan Update.

Responsibilities:

Consultant: Review/refine general aviation demand forecasts prepared as part of the Camarillo Airport Airfield Geometry and Drainage Study.

Sponsor: Assist the Consultant in obtaining available airport records.

Product: Refine/complete general aviation forecasts for 5-, 10-, and 20- year periods. These forecasts will be coordinated with airport staff, the FAA, and other interests at this point to ensure that the study proceeds on the basis of generally supported assumptions.

Task 3.3 – Prepare Potential Commercial Service Demand Forecasts

Description: Using the information and data acquired or developed as a result of previous tasks, evaluate the historical significance and interrelationship of the area-wide economy with commercial service forecast demands. The methodology will employ a variety of techniques that will factor in national air transportation statistics and local economic characteristics. Oxnard Airport has historically been served by regularly scheduled commercial passenger services; however, it is not currently accommodating these services. This analysis will re-examine more recent trends and opportunities for commercial passenger services and other niche market opportunities that could be supported by the Ventura County system of airports. The forecast update shall result in estimates of aviation demand for 5-, 10-, and 20-year periods as follows:

- a) Annual enplaned passenger volumes.
- b) Annual commercial service aircraft operations.
- c) Commercial service aircraft mix.

Responsibilities:

Consultant: Prepare commercial service demand forecasts.

Sponsor: Assist the Consultant in obtaining available airport records.

Product: Complete commercial services forecasts for 5-, 10-, and 20-year periods. These forecasts will be coordinated with airport staff, the FAA, and other interests at this point to ensure that the study proceeds on the basis of generally supported assumptions.

Task 3.4 – Identify Existing and Future Airport Design Critical Aircraft

Description: Utilizing data provided by the airport and that obtained from FAA database resources, identify the current critical and future aircraft for the airport. The aircraft identified will be the most demanding aircraft, or family of aircraft, conducting a minimum of 500 annual operations. The analysis will include a projection of aircraft operations by runway design code (RDC) and airport reference code (ARC) to determine future planning design standards.

As part of the Camarillo Airport Airfield Geometry and Drainage Study, a determination of the existing and future critical design aircraft has been made. This determination will be re-visited and refined as appropriate for input into the Master Plan Update.

Responsibilities:

Consultant: Review/determine current critical aircraft and projection of future critical aircraft by RDC and ARC as part of the Camarillo Airport Airfield Geometry and Drainage Study.

Sponsor: Assist the Consultant in obtaining available airport records.

Product: Determination of existing and future critical aircraft for airfield design. This task will be coordinated with the FAA during the forecast review and approval process.

Task 3.5 – Prepare Forecasts Working Paper

Description: A working paper detailing the results of the forecasts (based aircraft, annual aircraft operations, commercial service activities, and critical aircraft) will be compiled. The forecasts will also be compared to FAA's current 5- and 10- year forecasts as presented in the FAA's *Terminal Area Forecasts* (TAF). Since this data will become an important parameter for input into the remaining elements of the study, it will be submitted to representatives of the airport and the FAA for review and approval before dependent tasks will be finalized.

Responsibilities:

Consultant: Develop complete graphics and narrative for the working paper. Distribute working papers to the PAC members.

Sponsor: Review and comment. The Sponsor will formally transmit the completed forecast of aviation demand chapter to FAA for their review and approval.

Product: Up to twenty (20) copies of a working paper covering the items outlined in the forecast element. This working paper will become a chapter in the final report.

ELEMENT 4 – FACILITY REQUIREMENTS

The purpose of this study element is to convert basic capacity needs into types and volumes of actual physical facilities required to meet forecast demands in aviation activity and to identify short-term corrective strategies for problems that demand immediate attention.

Task 4.1 – Establish Airport Physical Planning Criteria

Description: Identify physical facility planning criteria for use in assessing the adequacy of various airport facilities to meet forecast demands. These criteria shall be based upon the latest FAA requirements and standards as they apply to the level of activity identified, new technology, and role of the airport. These criteria shall include dimensional standards for safety including runway safety, runway length, runway separation, height restrictions, etc. In addition, these criteria shall include requirements to maintain airspace/air traffic control including approach and runway protection zones, safety areas, and other general physical area requirements such as apron, terminal/operations, access circulation and parking, hangars and services, administrative, ARFF, and other airport service and support facilities.

As part of the Camarillo Airport Airfield Geometry and Drainage Study, airfield facility planning has been evaluated based on the determination of the critical design aircraft. This evaluation will be revisited and refined as appropriate for input into the Master Plan Update.

Responsibilities:

Consultant: Review/evaluate physical planning criteria to meet forecast demands.

Sponsor: Review.

Product: Detailed criteria for airport physical planning.

Task 4.2 – Determine Airfield Capacity

Description: Using the FAA's airfield capacity/delay model, estimate current and future levels of airfield capacity (annual service volume) for Camarillo Airport. This analysis will be based on the existing airfield configuration, aviation demand forecasts, and an analysis of airspace capacity potentials and constraints, and will involve the investigation of management and operational procedures in order to optimize the use of the total airside (runways, taxiways, and aprons).

Responsibilities:

Consultant: Estimate airfield capacity utilizing FAA guidance.

Sponsor: Review and comment.

Product: Detailed description of the annual service volume for the current, 5-, 10-, and 20-year time frames.

Task 4.3 – Prepare Airfield Facility Requirements

Description: Using the results of the forecasts (Element 3), as well as relevant information from other tasks, determine and prepare a list of facility requirements needed to meet projected demands for the airport for existing, short term (1-5 years), intermediate term (6-10 years), and long term (11-20 years) time frames. These facility requirements will be used in the later comparative evaluations and will be based upon both the airport physical planning criteria and the aviation forecasts.

Facility requirements to meet aviation demand for the airfield will include (but not be limited to) runways, taxiways, lighting, navigational aids, and marking and signage. These facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function and operations of the airport. In addition, airfield design standards deficiencies will be identified and corrective actions evaluated and recommended. In subsequent tasks, the above facility requirements will be translated into alternative plans for further evaluation in relation to established planning criteria.

Responsibilities:

Consultant: Identify specific airfield facility needs.

Sponsor: Review and comment.

Product: Detailed description of all airfield facilities required to meet aviation demands at the airport through the 20-year planning period.

Task 4.4 – Prepare Landside Facility Requirements

Description: Using information provided by the aviation planning criteria established under preceding tasks, develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its related activity. Requirements for facilities such as fuel/fuel farm areas, ARFF, airport maintenance, passenger terminal building, general aviation terminal facilities, hangars, FBO areas, general aviation terminal facilities, and automobile parking lots (public and rental cars) will be developed under this task.

Responsibilities:

Consultant: Identify specific landside area facility needs.

Sponsor: Review and comment.

Product: Detailed description of facility requirements necessary for landside development to support forecast aviation demand through the 20-year planning period.

Task 4.5 – Prepare Facility Requirements Working Paper

Description: Organize background information, analysis, and findings of the facility requirements work effort and prepare a detailed working paper in narrative and graphical format.

Responsibilities:

Consultant: Develop complete graphics and narrative for the working paper. Distribute working papers to the PAC members.

Sponsor: Review and comment.

Product: Up to twenty (20) copies of a working paper covering the items outlined in the facility requirements element. This working paper will become a chapter in the final report.

ELEMENT 5 – AIRPORT ALTERNATIVES

Using the facility requirements determined under the previous element, alternative development scenarios, including the “no-build” scenario, for Camarillo Airport will be identified. These scenarios must take into account the development needs of the airport to meet projected aviation demand levels as determined in the forecasting element and meet airfield, including terminal building, general aviation area, revenue support area, and other airport capacity needs established under the facility requirements element. Upon completion of preliminary development scenarios, a PAC meeting will be held to determine the most feasible development alternatives and the resulting concepts for development of airfield, landside, general aviation, potential commercial service, revenue support, and other airport areas will be refined. Throughout the analyses of alternatives, the highest and best use of various parcels of land will be considered when two or more functional areas may be well-applied to a specific piece of property.

Task 5.1 – Identify Alternative Development Issues

Description: Based on the results of the demand/capacity relationships and the facility requirements necessary to meet those demands, identify the various issues which will impact the development of alternatives for the various functional areas of the airport. This task will provide insights into the potentials for and policies constraining the development of specific land uses within the existing or future airport boundaries, including those areas which are unconstrained and meet current functional potential, thereby requiring no additional development.

Responsibilities:

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- Consultant:* Identify and compile issues relating to airport development.
- Sponsor:* Provide input as to any known airport or community policies, agreements, or issues that could have an effect on future airport development opportunities.
- Product:* A listing of the various policies and guidelines impacting the development and placement of various airport alternatives.

Task 5.2 – Identify Potential Airfield Alternatives

Description: On the basis of the forecasts and facility requirements established in preceding elements, formulate preliminary airfield development alternatives. These alternatives will be based on concepts for development within existing airport boundaries or with the expansion of airport boundaries which show all necessary development during the planning period and beyond. This task will be conducted simultaneously with following tasks and result in a series of overall development options for the airport.

Responsibilities:

- Consultant:* Develop up to three (3) airfield development options, one being the “no-build” concept alternative.
- Sponsor:* Review and comment.
- Product:* A series of development options, each of which meets the forecast airfield facility demands.

Task 5.3 – Identify Potential Landside Alternatives

Description: Based on the forecasts and facility requirements determined under the previous elements, formulate preliminary development alternatives. These alternatives will be based on concepts for development within or beyond existing airport boundaries which show all necessary development during the planning period and beyond. This task will be conducted simultaneously with other tasks in this element and result in a series of overall development options for the airport.

Responsibilities:

- Consultant:* Develop up to three (3) landside development options, one being the “no-build” concept alternative.
- Sponsor:* Review.
- Product:* A series of landside alternatives which fulfill the facility requirements to meet forecast demand levels.

Task 5.4 – Prepare Airport Alternatives Working Paper

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Description: A working paper describing the various airfield and landside development alternatives will be prepared for submission to the PAC for review and comment. The working paper will detail the analysis involved in the assessment of the alternatives and outline the advantages and disadvantages of each to enable the logical and systematic evaluation of each alternative concept.

Responsibilities:

Consultant: Develop complete graphics and narrative for the working paper. Distribute working papers to the PAC members.

Sponsor: Review and comment.

Product: Up to twenty (20) copies of a working paper covering the items outlined in the airport alternatives element. This working paper will become a chapter in the final report.

ELEMENT 6 – RECOMMENDED MASTER PLAN CONCEPT AND CAPITAL PLAN

The purpose of this study element is to establish a capital implementation program to provide the airport development requirements necessary to meet aviation activity demands during the forecast period.

Task 6.1 – Recommended Master Plan Concept

Description: Based on the information developed in the airport alternatives element as well as comments provided by airport staff, PAC members, and the general public, a single recommended Master Plan concept for development of the airport facilities will be prepared. The recommendation for the most prudent and feasible Master Plan concept will become the basis for the development of airport plans, costs, and scheduling.

Responsibilities:

Consultant: Develop a refined Master Plan concept for review by the Sponsor, PAC, and other interested parties.

Sponsor: Review and comment.

Product: A recommended Master Plan concept.

Task 6.2 – Prepare Airport Development Schedules

Description: Based upon the previous evaluations and technical meetings, prepare the airport development schedules to reflect economic feasibility and operational requirements of the recommended airport concept. The developments schedules will include the short term (1-5 years),

intermediate term (6-10 years), and long term (11-20 years). The schedule for each airport development project will be identified.

Responsibilities:

Consultant: Prepare an airport development schedule.

Sponsor: Review.

Product: Development schedules for the improvements proposed as a part of the selected Master Plan concept.

Task 6.3 – Prepare Airport Development Cost Estimates

Description: Based upon the previous evaluations and technical meetings, prepare airport development cost estimates to reflect the requirements and schedule of development associated with the recommended airport concept.

Responsibilities:

Consultant: Prepare airport development cost estimates.

Sponsor: Review.

Product: Cost estimates for the improvements proposed as a part of the selected Master Plan concept.

Task 6.4 – Prepare Capital Improvement/Financial Program

Description: Prepare a recommended airport capital improvement program which includes estimates of the amount of funds available from federal and state grant-in-aid programs to determine the net amount of capital funds required by the Sponsor to accomplish each proposed stage of improvements for the airport.

Responsibilities:

Consultant: Develop a capital improvement/financial program.

Sponsor: Provide review and input.

Product: Capital improvement/financial program for the selected Master Plan concept.

Task 6.5 – Prepare Master Plan Concept and Capital Financial Plan Working Paper

Description: Prepare a working paper which outlines the overall airport capital improvement program for the selected airport Master Plan concept. Organize narrative and graphical presentations of the

information in this working paper to allow for a final review and adjustment of the overall Master Plan concept.

Responsibilities:

Consultant: Develop complete graphics and narrative for the working paper. Distribute working papers to the PAC members.

Sponsor: Review and comment.

Product: Up to twenty (20) copies of a working paper covering the items outlined in the recommended Master Plan concept and capital financial plan element. This working paper will become a chapter in the final report.

ELEMENT 7 – AIRPORT PLANS

The purpose of this study element is to prepare a new ALP set for Camarillo Airport. All plans will be prepared in a format which complies with the content contained within FAA’s current guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*, and which is readily acceptable to the FAA and can be utilized by the Sponsor in carrying out implementation. All plans will be produced utilizing digital software appropriate for the FAA and California Department of Transportation – Division of Aeronautics (CALTRANS). The drawings, in a version acceptable to the Sponsor, will be a deliverable item to the Sponsor at the completion of this project. The ALP drawing set will be included as an appendix in the Master Plan documents. **(Note: This effort does not include the development of an electronic Airport Layout Plan (eALP)).**

Task 7.1 – Airport Layout Plan Drawing

Description: Following the recommended Master Plan concept developed under the preceding element and FAA AC 150/5070-6B, an ALP drawing for the airport will be prepared. The ALP will reflect updated physical features, location of airfield facilities (runways, taxiways, navigational aids), and existing landside development. Development of recommended landside and airfield facilities, including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of an ALP as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)* will be followed. A Title Sheet and Airport Data Sheet will also be prepared and included with the full Airport Layout Plan set.

Responsibilities:

Consultant: Prepare a new ALP for the airport.

Sponsor: Review and comment.

Product: A new ALP drawing for the airport which meets federal guidelines.

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Task 7.2 – Terminal Area Drawing(s)

Description: Prepare Terminal Area Drawing(s) reflecting development resulting from the recommendations of this study. Depending on the future recommended development for the general aviation areas, more than one drawing may be required to adequately reflect the detail of development within the area. The Drawing(s) will include detailed planning level information such as access taxiways, apron areas, hangar layouts, aircraft tie-down areas, customer and employee parking areas, and vehicular circulation and access for the short, intermediate, and long-term planning periods.

Responsibilities:

Consultant: Prepare Terminal Area Drawing(s).

Sponsor: Review and comment.

Product: Terminal Area Drawing(s) reflecting the selected development alternative for these facilities at the airport.

Task 7.3 – Part 77, Approach and Inner Approach Surface Plans

Description: Prepare Part 77, Approach and Inner Approach Surface plans in conformance with FAR Part 77 and FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. As necessary, height of potential obstructions will be researched and identified on the drawing along with an obstruction chart/table indicating the obstruction description, their top elevation, affected Part 77 surface, the penetration, and disposition or corrective action to eliminate or mitigate the obstruction.

Responsibilities:

Consultant: Prepare a new Part 77, Approach and Inner Approach Surface plans for the airport.

Sponsor: Review and comment.

Product: Part 77, Approach and Inner Approach Surface plans for the airport to meet federal guidelines. Product will include aerial photography of the inner approach surfaces and runway protection zones.

Task 7.4 – Departure Surface Drawings

Description: Prepare new departure surface drawings in accordance with guidelines as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. Obstruction information will be obtained from existing obstruction surveys in Task 2.2, approach plans, and the current Airport Obstruction (OC) chart (as available).

Responsibilities:

Consultant: Prepare new departure surface drawings for the airport.

Sponsor: Review and comment.

Product: Departure surface drawings for the airport which meet federal guidelines.

Task 7.5 – Airport Property Map – Exhibit A

Description: Update the Exhibit A - Airport Property Map, including the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the airport's boundaries. The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will inventory all of the parcels, which currently make up the airport, or are proposed for acquisition by the airport sponsor. In addition, the drawing will also show any property that has been disposed of by the Sponsor in the past. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)*. The Sponsor will provide historical information regarding the acquisition of existing airport property and easements, as well as boundary surveys, as needed.

Responsibilities:

Consultant: Update the Airport Property Map – Exhibit A for the airport.

Sponsor: Provide appropriate historical data and review Property Map.

Product: Updated Airport Property Map – Exhibit A for the airport.

Task 7.6 – On-Airport Land Use Plan/Off-Airport Land Use Plan

Description: A Land Use Plan for the area within the boundaries of the airport will be developed based on the identified overall development concept. This will include general aviation areas, terminal complex, ground access and vehicular circulation system service areas, industrial/commercial development areas, and distinctions between aeronautical and non-aeronautical uses. An Off-Airport Land Use Plan will also be prepared for property in the immediate vicinity of the airport. The plan will depict existing and planned land uses.

Responsibilities:

Consultant: Prepare On-Airport Land Use Plan and Off-Airport Land Use Plan.

Sponsor: Review and comment.

Product: On-Airport Land Use Plan and Off-Airport Land Use Plan.

Task 7.7 – Preparation of Draft ALP and Draft ALP Drawing Set

Description: Preparation of up to twelve (12) copies of the “Draft” ALP drawing set for submission to the Sponsor, and subsequent comprehensive agency review by FAA and CALTRANS. The ALP Drawing Set will be prepared in conformance with FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. Drawings will be a minimum size of 24” x 36”. FAA and CALTRANS reviews will be concurrent. Drawings will be submitted with or prior to publication of the Draft Master Plan report.

Responsibilities:

Consultant: Provide up to twelve (12) copies of the full Airport Layout Plan drawing sets, depicting the sponsor selected “Recommended Plan”.

Sponsor: Provide up to eight (8) unsigned copies of ALP drawing set to FAA for review. Include signed transmittal letter indicating the changes from the last approved ALP drawing. Provide one (1) full set of drawings to CALTRANS for review.

Product: Up to twelve (12) copies of the full ALP drawing set as well as a completed FAA ALP Checklist.

Task 7.8 – Preparation of Final ALP and Final ALP Drawing Set

Description: Revise the Draft Airport Layout Plans and Drawings prepared in Task 7.7 to reflect comments received from the FAA and CALTRANS review. Upon approval from the Sponsor, provide up to twelve (12) copies of the revised full ALP drawing sets to the Sponsor for their signature. The Sponsor will forward the signed drawings to the FAA for final approval.

Responsibilities:

Consultant: Provide up to twelve (12) revised copies of the full Airport Layout Plan drawing sets.

Sponsor: Review and sign all drawings. Forward all drawings to the FAA for final approval.

Product: Up to twelve (12) copies of full ALP drawing set.

ELEMENT 8 – ENVIRONMENTAL CONSIDERATIONS

The objective of this study element is to provide the Sponsor, community, and public officials with environmental information to assist in the evaluation of airport development alternatives and to provide information that will help to expedite subsequent environmental review under the *National Environmental Policy Act (NEPA)*.

This study element will also consist of a recycling plan. The recycling plan explores existing recycling efforts at the airport and outlines opportunities to improve the diversion of waste from landfills. The recycling plan element will be included in the Master Plan as a standalone chapter or appendix.

Task 8.1 – Environmental Inventory and Overview (NEPA)

Description: The purpose of this task is to (1) obtain the existing conditions in order to provide baseline data for future NEPA analysis of proposed or potential projects recommended in the Master Plan, and (2) identify potential environmental issues associated with the airport development alternatives and recommended development concept, including mitigation measures that may be needed for proposed projects.

Concurrent with the preparation of the Master Plan Update inventory working paper, known existing environmental conditions at Camarillo Airport and its immediate vicinity (area of potential affect) will be inventoried. The purpose of this task is to obtain information regarding environmental sensitivities on or near airport property. Sources of information will include past environmental documents, agency maps, existing literature, and the internet. The environmental inventory will address all the resource categories contained within FAA Orders 1050.1F and 5050.4B. Informal consultation with various federal and state agencies will occur only if needed information is not available through the resources listed above. This task will identify environmental resources prior to the alternatives evaluation process to expedite the environmental review for potential project development. This task will include both a biological resources assessment that includes an aquatic resources delineation and preliminary jurisdiction delineation as well as a cultural resource survey of the airport property. Results of the environmental inventory will be included either in the Inventory Chapter or as an appendix to the Master Plan report.

Once a recommended Master Plan concept has been developed, a preliminary environmental overview will be conducted using the information collected to identify any potential environmental concerns that must be addressed prior to program implementation. This evaluation will be structured in a table format and will include an analysis of potential impacts on environmental resources as defined within FAA's Order 1050.1F and its accompanying Desk Reference. Projects which may require further NEPA analysis (i.e., Environmental Assessment or Environmental Impact Statement) will be identified. This evaluation is not intended to serve as a formal Environmental Assessment under NEPA. This task will include both existing and future aircraft noise contours.

Responsibilities:

- Consultant:*** Develop narrative and graphics to outline the results of the environmental reconnaissance inventory to be included as an appendix or chapter of the Master Plan report. Evaluate potential for environmental effects of proposed projects and alternatives.
- Sponsor:*** Provide and/or assist in collection of data. Provide review and input.
- Product:*** Environmental inventory, including biological and cultural resources surveys report. Environmental overview of the proposed improvements identified in the Master Plan,

including noise contours.

Task 8.2 – Recycling Plan

Description: A requirement for Master Plans established by the FAA Modernization and Reform Act of 2012 includes addressing recycling by:

- Evaluating the feasibility of solid waste recycling,
- Minimizing the generation of waste,
- Identifying operations & maintenance requirements,
- Reviewing of waste management contracts, and
- Identifying the potential for cost savings or revenue generation.

To meet this requirement:

1. *Collect baseline information on the Airport's existing waste management program.* Collect information such as waste collection contracts, monthly waste/recycling invoices, and costs for waste and recycling (containers, hauling, disposal, and labor).
2. *Assess existing waste management program.* To understand the sources, composition, and quantities of waste generated at the Airport, conduct a facility walk-through, an examination of monthly waste/recycling invoices, and a waste audit (as available from airport records).
3. *Assess opportunities for expansion of recycling program.* Review current waste collection contracts and conduct research on current market conditions to determine whether there are any logistical limitations to expanding the recycling program.
4. *Develop recommendations for improving the recycling program.* Based on the above assessment of the Airport's waste and recycling program, develop recommendations for improving the recycling program as well as minimizing waste generated. Recommendations will include identification of potential cost savings or revenue generation.

Responsibilities:

Consultant: Assemble data based on latest information available.

Sponsor: Assist in collection of data.

Product: A recycling plan, which will be included in the Master Plan Update as either a standalone chapter or appendix.

ELEMENT 9 – PUBLIC COORDINATION AND COMMUNICATION

A robust and inclusive public outreach effort is paramount to the success of the Master Plan Update and will be well-devised as part of this study. This element includes methods for public coordination and communication during the study process. It includes meetings for the PAC, internal coordination, and

opportunities to inform the general public. An active messaging platform utilizing social media and websites will be undertaken to encourage open lines of communication throughout the entirety of the Master Plan process.

Task 9.1 – Prepare Study Initiation Brochures

Description: Provide the Sponsor with a Study Initiation Brochure for general distribution to the public and interested parties. The brochure will be designed in color and will provide an overview of the important elements of the Master Plan Update, goals and objectives of the study, and answer the most often asked questions about the process of conducting Master Plan studies.

Responsibilities:

Consultant: Design a Study Initiation Brochure and print up to 250 copies. Distribute the Study Initiation brochure to the PAC participants.

Sponsor: Distribute the remaining Study Initiation Brochure to others outside of the PAC.

Product: Up to 250 copies of the Study Initiation Brochure and a flash drive containing a PDF file of the Study Initiation Brochure.

Task 9.2 – Planning Advisory Committee (PAC) Meetings

Description: Prepare graphic displays and handout materials as necessary to describe the evaluations and findings of working papers prepared for the Master Plan Update. Meet with the PAC to review working papers and to discuss study findings. Comments received during these meetings will be considered in preparing the final documents. Up to four (4) PAC meetings have been budgeted over the course of the study.

Responsibilities:

Consultant: Distribute meeting notices to PAC. Provide presentations and necessary graphics at the meetings.

Sponsor: Arrange for meeting room. Coordinate jointly with Consultant.

Product: Up to four (4) PAC meetings.

Task 9.3 – Coordination Meetings

Description: Meet with and give presentations to airport staff, County officials, the Airport Advisory Commission, Airport Authorities, the FAA, or other local groups as directed by the Sponsor. Meetings are expected to involve status reports on the study and presentations of final recommendations. Up to eleven (11) coordination meetings have been budgeted over the course of the study including meetings with the Sponsor and FAA.

Responsibilities:

Consultant: Lead meetings and/or provide presentations and necessary graphics at the meetings.

Sponsor: Coordinate jointly with Consultant.

Product: Up to eleven (11) coordination meetings.

Task 9.4 – General Project Coordination

Description: The Master Plan Update process involves coordination between the Consultant, Subconsultants, Sponsor, FAA, and other groups and agencies. Therefore, adequate time and budget must be provided to ensure that the necessary coordination can be carried out. This scope of services includes project coordination by the Consultant throughout the study process.

Responsibilities:

Consultant: Take lead in ongoing coordination with various entities related to the Master Plan Update.

Sponsor: Coordinate jointly with Consultant.

Product: Coordination and collaboration regarding the study process.

Task 9.5 – Public Information Workshops

Description: The working papers prepared for the Master Plan Update will be presented to the general public in public workshops. The workshops will be held after the PAC meetings (on the same day). Advertising for the workshops will be accomplished using press releases, newspaper advertising, social media, and direct mailings to neighborhood associations. Up to four (4) workshops have been budgeted over the course of the study.

Responsibilities:

Consultant: Provide background, technical presentations, and necessary graphics for the meetings, prepare mock-ups of newspaper ads. Advertise as appropriate and collect public comments from workshops.

Sponsor: Arrange for workshop location. Coordinate jointly with Consultant.

Product: Up to four (4) public information workshops.

Task 9.6 – Airport Master Plan Web Site

Description: Various project materials will be hosted on a project specific website developed by the Consultant in order to allow public access to project materials. Materials which could be available on the website include the primary contact information for the project lead(s), project work flow process

and study timeline, "draft" working papers, presentations from various meetings, questions and answers received, and the opportunity to submit study comments electronically. During the planning process, all "draft" working papers will be available for review on the website. The public will be able to utilize the website to make comments on the contents of the study reports.

Responsibilities:

Consultant: Prepare a project-specific website that can host study details and "draft" working papers.

Sponsor: Review and comment.

Product: Website access to the "draft" working papers and "draft" final report.

ELEMENT 10 – FINAL REPORTS AND APPROVALS

The purpose of this element is to provide documents which depict all the findings of the study effort and to present the study and its recommendations to appropriate local organizations.

Task 10.1 – Draft Final Master Plan Report

Description: Upon completion of a review of all "draft" working papers and the incorporation of appropriate revisions, a Draft Final Master Plan report will be printed. Up to twenty (20) copies of the Draft Final Master Plan report will be submitted to the Sponsor for use during the local approval process.

Responsibilities:

Consultant: Prepare and print copies of the Draft Final Master Plan report.

Sponsor: Review and comment prior to printing.

Product: Draft Final Master Plan report (up to 20 copies)

Task 10.2 – Obtain Master Plan Approvals

Description: The Master Plan will be presented to the Sponsor for approval. This will include presentations to the Airport Advisory Commission, Airport Authorities, and the Board of Supervisors. This task includes attendance at up to four (4) meetings. Attendance at each meeting will be pre-approved by the Sponsor.

Responsibilities:

Consultant: Attend up to four (4) meetings as outlined above.

Sponsor: Approve/adopt the Master Plan and associated ALP drawing set. Authorize the Consultant to attend each meeting as necessary.

Product: Approved Master Plan and ALP drawing set.

Task 10.3 – Final Master Plan Report

Description: Upon completion of review of the draft final report and the incorporation of appropriate revisions, a Final Master Plan report will be printed. Up to twenty (20) copies of the Final Master Plan report will be submitted. In addition, up to five (5) flash drives containing a PDF copy of the Master Plan will be provided to the Sponsor.

Responsibilities:

Consultant: Prepare and print copies of the Final Master Plan report.

Sponsor: Coordinate distribution of final report to appropriate Sponsor, State and Federal officials.

Product: Final Master Plan Report (up to 20 printed copies and 5 flash drives).

Task 10.4 – Prepare Master Plan Summary Brochure

Description: Prepare a summary brochure that provides a brief overview of the Master Plan Update report. The brochure will be prepared in color with graphics intended to summarize the study process and its findings and recommendations. It will be designed to be printed on two-sided 11 x 17 brochure stock with either a bi-fold or tri-fold. Provide a mock-up brochure for client review, and incorporate comments before finalizing.

Responsibilities:

Consultant: Design a Master Plan Summary Brochure and print up to 250 copies.

Sponsor: Review and comment. Distribute the Master Plan Summary Brochure.

Product: Up to 250 copies of the Master Plan Summary Brochure and a flash drive containing a PDF file of the Study Initiation Brochure.

ELEMENT 11 – CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DOCUMENTATION FOR MASTER PLAN APPROVAL

Description: The Camarillo Airport Master Plan Update CEQA documentation element has been prepared to provide a detailed element and task description of the environmental study efforts required to comply with CEQA. The objective of the Environmental Review and Documentation is to provide the Sponsor, community, and public officials with proper guidance regarding CEQA environmental documentation for the future development as outlined in the Airport Master Plan. Coordination between the Sponsor, State of California, FAA, and the Consultant will be essential to bringing together

all facts and data relevant to the project and to developing a mutual agreement regarding the extent of the required CEQA environmental documentation.

(Note: Element 11 is not eligible for AIP funding as part of the Master Plan Update)

Task 11.1 - Initial Study (CEQA)

Description: Prepare an Initial Study, per the Sponsor's guidance, as the basis for the Sponsor's determination whether the Master Plan qualifies for a Negative Declaration, a Mitigated Negative Declaration, or will require the preparation of an Environmental Impact Report (EIR). Utilizing the aviation forecasts developed under a previous task, identify potential operational issues associated with the alternatives. Prepare an assessment of biological, wetland, noise, traffic, and air quality impacts. The air quality emissions will be determined using the most current version of the EPA-approved Emissions Dispersion Modeling System. (Note: a dispersion analysis is specifically not proposed under this task; should a dispersion analysis be required, it will be prepared under Task 11.4, Special Studies. In addition, additional environmental studies may be required to support adoption of a Mitigated Negative Declaration, as well as preparation of an EIR. It is not possible to determine the scope or nature of such additional studies at this time.)

Responsibilities

Consultant: Develop narrative and graphics for Initial Study.

Sponsor: Provide Initial Study checklist and format. Review and comment on the Initial Study prior to submission.

Product: Initial Study.

Task 11.2 - Determine Environmental Documentation (CEQA)

Description: Based on the Initial Study, the Sponsor will determine the appropriate form of CEQA documentation for the proposed Master Plan Update. In the event that the completed Initial Study shows that there is no substantial evidence that the proposed Master Plan may have a significant impact on the environment, or that mitigation measures incorporated into the Master Plan or agreed to by the applicant would avoid any significant impacts, the Sponsor may adopt a Negative Declaration or Mitigated Negative Declaration. If the Sponsor determines on the basis of the completed Initial Study that there is substantial evidence the Master Plan may have significant environmental effects, or that it is unclear whether the Master Plan would have such effects and there is serious public controversy and/or disagreement among experts concerning potential significant effects, a Notice of Preparation will be distributed indicating that an EIR will be prepared for the project.

Responsibilities:

Consultant: Assist Sponsor in determining and distributing the Initial Study and any Notice of Determination (for Negative Declaration or Mitigated Negative Declaration) or Notice of Preparation (for Environmental Impact Report). Prepare twenty (20) copies of the combined Initial Study and Notice of Determination or Notice of Preparation.

Sponsor: Determine whether to adopt a Negative Declaration or Mitigated Negative

Declaration, or to prepare an Environmental Impact Report.

Product: Twenty (20) copies of the Initial Study and Notice of Determination or Notice of Preparation.

Task 11.3 - Additional Environmental Documentation (CEQA)

Description: This task allows for the preparation of an EIR for the Master Plan Update as determined under Task 11.2. The EIR document may be focused to address a limited number of potentially significant impacts, as may have been identified in the Initial Study. The final scope of services and cost for this task will be based on additional negotiations between the Sponsor and the Consultant.

Responsibilities:

Consultant: Prepare an EIR as appropriate.

Sponsor: Negotiate the final scope of services and cost for the preparation of the additional environmental documentation.

Product: An EIR.

Task 11.4 - Special Studies

Description: During the course of the preparation of the Initial Study, consideration of the required CEQA documentation, or preparation of an EIR (should either prove necessary), the need for special studies may be identified. These may potentially include a biological assessment, air emissions dispersion analysis, aesthetics analysis, socioeconomic (demographics) analysis, and traffic analysis. This section of the Scope is intended to accommodate the preparation of these special studies, should they be required. Prior to initiation of any of these studies, the Consultant will notify the Sponsor, providing justification for work to be performed and a statement of reasonable cost to allow the Sponsor to evaluate the need for the special study and its necessity. Subsequent to this determination, the Consultant will obtain the written authorization of the Sponsor prior to proceeding with each study. The final scope of services and cost for each special study prepared under this task will be based on negotiations between the Sponsor and the Consultant.

Responsibilities:

Consultant: Identify the need and scope of each special study. Contract with a qualified individual or firm for the preparation of each special study. Coordinate the preparation of the special study.

Sponsor: Suggest/recommend qualified individual or firms. Negotiate the final scope of services and cost for the preparation of each special study. Authorize the preparation of each special study.

Product: Special studies as required.

END OF EXHIBIT A

EXHIBIT B

TIME SCHEDULE

The CONSULTANT shall complete the work on the Project Basic Services within Twenty-Four (24) Months from the official written notice to proceed issued by the County.

Time, during which the CONSULTANT is delayed by any public agency reviewing the Contract Documents, or by the COUNTY for any reason and not occasioned by acts or omissions of the CONSULTANT, shall not be included in the above time limitations if the CONSULTANT gives prompt notice of delays when they occur.

END OF EXHIBIT B

EXHIBIT C

FEES and PAYMENT

I. FEES

- A. The COUNTY shall compensate CONSULTANT at the Lump Sum amount of Seven Hundred Forty-One Thousand Ninety-Four Dollars (\$741,094) to complete all services outlined in the Scope of Work and Services as detailed in EXHIBIT A. The schedule of hourly rates is fixed for the entire length of the contract period and changes or adjustments to the rates will not be allowed.

II. PAYMENTS. The COUNTY will make payments to the CONSULTANT as follows:

- A. Progress payments for fees due under Paragraph 1.A above will be made monthly on a presentation of an invoice for work actually completed on authorized Project Basic Services. Payments will be processed within thirty (30) days of receipt of invoice by the Department of Airports or ten (10) days from receipt of the Department of Airport's

approved invoice by the Auditor-Controller's office. Each pay element will be limited to 80% of the element total until all work for that element is complete.

END OF EXHIBIT C

EXHIBIT C-1
FEE SCHEDULE
Coffman Associates, Inc.

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal	\$300.00
Sr. Professional	\$222.00
Professional	\$190.00
Technical / Support	\$130.00

END OF EXHIBIT C-1

**EXHIBIT D
FEDERAL CONTRACT PROVISIONS
FOR PROFESSIONAL SERVICES (A/E) CONTRACTS**

The following provisions, if applicable, are hereby included in and made part of the attached Contract between COUNTY OF VENTURA DEPARTMENT OF AIRPORTS (COUNTY) and COFFMAN ASSOICATES, INC. (CONSULTANT).

It is understood by the COUNTY and the Consultant that the FAA is not a part of this Agreement and will not be responsible for Project costs except as should be agreed upon by COUNTY and the FAA under a Grant Agreement for the Project.

1. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the COUNTY, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101)

The CONSULTANT agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.

- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

_____	_____
Date	Signature
_____	_____
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

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1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

_____	_____
Date	Signature
_____	_____
Company Name	Title

4. CIVIL RIGHTS PROVISIONS– GENERAL. (Reference: 49 USC § 47123)

The CONSULTANT agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; 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 airport 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.

5. CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- 1). **Compliance with Regulations:** The CONSULTANTS will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2). **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, 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 Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4). **Information and Reports:** The CONSULTANT 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 COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is

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in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT 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 a CONSULTANT's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

- 6). **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract 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 CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1). 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);
- 2). 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);
- 3). 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);
- 4). 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;
- 5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6). 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);

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- 7). 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);
- 8). 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;
- 9). 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);
- 10). Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- 11). 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);
- 12). 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).

6. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The CONSULTANT, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The CONSULTANT will accomplish this by:

- 1). Checking the System for Award Management at website: <http://www.sam.gov>
- 2). Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3). Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

7. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

CONSULTANT and subcontractors agree:

- 1). That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- 2). To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3). That, as a condition for the award of this contract, the CONSULTANT or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4). To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

- 1). Overtime Requirements.

The CONSULTANT or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, 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 times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2). Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONSULTANT and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

- 3). Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor 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 monies payable on account of work performed by the CONSULTANT or

subcontractor under any such contract or any other Federal contract with the same CONSULTANT, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4). Subcontractors.

The CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

9. DISADVANTAGED BUSINESS ENTERPRISES

- 1). **Contract Assurance** (§26.13) - The CONSULTANT and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 2). **Prompt Payment** (§26.29) - The CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the CONSULTANT receives from COUNTY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the COUNTY. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference: 49 CFR part 20, Appendix A)

6650

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, 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.

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.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHT TO INVENTIONS (Reference 49 CFR part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the COUNTY of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (Reference: 49 CFR § 18.36(i)(2))

a. The COUNTY may, by written notice, terminate this contract in whole or in part at any time, either for the COUNTY's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the COUNTY.

**AEA No. 20-08
CONTRACT
Exhibit D**

- b. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONSULTANT's obligations, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT is be liable to the COUNTY for any additional cost occasioned to the COUNTY thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONSULTANT had not so failed, the termination will be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION (Reference: 49 CFR part 30)

The CONSULTANT or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONSULTANT or subcontractor who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the COUNTY cancellation of the contract at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the COUNTY if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the COUNTY cancellation of the contract or subcontract for default at no cost to the Government.

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 provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The CONSULTANT must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The CONSULTANT must include these policies in each third party subcontract involved on this project.

17. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

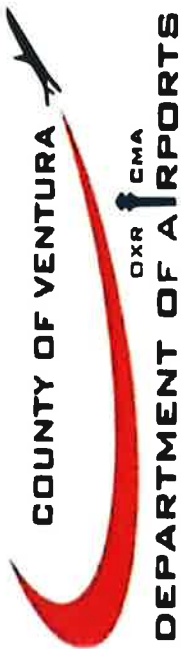
In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

Date: _____ Executed at (city/state): _____

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature / Title (Company Representative)

6653



Federal Fiscal Year 2020

\$741,094



EXHIBIT 2

1. Master Plan Update

Camarillo Airport

6654

March 2, 2020

Aviation Advisory Commission
Camarillo Airport Authority
Oxnard Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Approval of the Revised Form Hangar Lease Agreement for Privately Owned Hangars at the Camarillo and Oxnard Airports to Replace Month-to-Month Leases with Term Leases; Authorization for the Director of Airports or His Designee to Terminate All Existing Month-to-Month Hangar Lease Agreements for Privately Owned Hangars and to Sign the Revised Form Lease Agreement with Tenants of Existing Hangars.

Recommendations:

Staff requests that your Commission/Authorities recommend that the Board of Supervisors:

1. Approve the revised form hangar lease agreement for privately owned hangars at the Camarillo and Oxnard Airports (Exhibit 2), to replace the current month-to-month leases with term leases; and
2. Authorize the Director of Airports or his designee to terminate all existing month-to-month lease agreements for privately owned hangars and to sign the revised form lease agreement in Exhibit 2 with tenants of existing privately owned hangars.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

Since 1985, the Department of Airports (Department) has been using the same form to lease land to private owners of aircraft storage hangars at the Camarillo and Oxnard Airports. That form, a sample of which is attached as Exhibit 1, is outdated and no longer meets the Department's needs. So, beginning in 2015, prompted in part by tenants' requests to be able to sublease their hangars, in part by concerns over tenants' uses of their hangars, and in part by various inadequacies of the current lease

6c1

form, the Department has been attempting to update the lease form. These efforts have included obtaining the help of a third-party facilitator; meetings with a committee of various stakeholders at the County's airports; two town-hall-style meetings; numerous workshops, presentations, and meetings with tenants and hangar tenant association groups; and discussions at the Airport Advisory Commission and Camarillo and Oxnard Airport Authorities meetings. A great deal of time, energy, and funds have been spent on this process.

During a joint meeting between the Department of Airports and the Ventura County Hangar Owners and Tenants Association (VCHOTA) in September 2019, the Department of Airports presented a staff-proposed recommendation for revising the lease agreement, with the understanding that any staff-proposed draft lease recommendation would require approval of the Board of Supervisors prior to becoming a valid final revised lease. The staff-proposed draft lease, consistent with the recommendation presented to VCHOTA, is attached here for your consideration and approval. (Exhibit 2.) This revised agreement will be required to be approved by a four-fifths vote of the Board of Supervisors for final adoption and use by the Department of Airports.

The proposed revised lease agreement adds, improves, or clarifies numerous provisions, including the lease term, assignment and subleasing, storage of additional aircraft, storage of non-airworthy aircraft, storage of a motor vehicle, storage of other non-aeronautical items, relocation of the hangar, default notice procedures, maintenance of the hangar, utilities, trash, airport security, fire hazards, and termination expectations. The revisions also remove obsolete requirements, reflect current requirements and practices, and conform to other County airport lease agreements in format and content. The proposed revised lease is intended only for *existing* private hangar owners. (The Department of Airports will propose other lease forms at a later date for County-owned hangars that are leased on a month-to-month basis.)

Key terms of the proposed revised lease for existing private hangar owners include:

- **Term:** Tenants will be able to choose either 15 years with a 5-year option to extend or, if preferred, 20 years (with no option to extend), at tenant's option at lease signing
- **No reversion:** At end of term, hangar owners would have the option to either:
 1. Enter into a new lease,
 2. Sell or transfer the hangar to another owner, or
 3. Remove or relocate the hangar.
- **No transfer fee:** Waiver of Rent and Fee Schedule's requirement for a 2% sales price transfer fee if hangar sold during the lease term
- **Subletting allowed** with County approval of both subtenant and written sublease
- **Motor vehicle allowed:** 1 for each 1,500 s.f. of hangar space (boats and RVs excluded)

6c2

- **Additional aircraft under construction:** allowed for one year with County approval, plus extensions if approved

After a revised lease has been approved by the Board of Supervisors, the Department of Airports will then send out a 90-day notice to existing tenants informing them of the need to swap over to the new revised lease. The Department anticipates that all tenants will switch to the new lease, and we intend to work with tenants to ensure the switch happens smoothly. But it is the Department's intent to transition all existing privately owned hangar leases to the new term format.

If you have any questions regarding this item, please call me at (805) 388-4200.



KIP TURNER, C.M.
Director of Airports

Attachments:

- Exhibit 1 – Existing privately owned hangar lease form
- Exhibit 2 – Proposed revised privately owned hangar lease form

6c3

PRIVATELY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

THIS AGREEMENT made and entered into the day, month, and year last below written by and between "Lessee" and COUNTY OF VENTURA, a body corporate and politic, hereinafter referred to as "LESSOR".

WITNESSETH:

1. Lessor, in consideration of the mutual covenants herein and full performance of the acts herein to be performed by aircraft in a relocatable aircraft storage hangar determined to be the property of said Lessee as evidence by the manufacturer's sales contract, a copy of which will be filed with the Lessor. The precise placement of storage area shall be subject to the discretion and modification of the Lessor.
2. The term of this agreement shall commence on the day, month, and year last below written and shall extend for a period of one (1) calendar month with automatic renewal upon the same terms and conditions as may be modified from time to time or terminated as herein provided.
3. Either party hereto may cancel the Lease for any reason by giving thirty (30) days prior written notice by certified mail to the other party.
4. Lessor may terminate this Lease at any time and without prior written notice in the event of violations of laws, rules, regulations, or the lawful instruction of Airport servants or agents, or in the event of the disregard or breach of any of the terms or conditions herein.
5. Lessee hereby releases and discharges Lessor from all claims and demands by Lessee for loss of or damage to Lessee's property and agrees to indemnify Lessor against and save Lessor harmless from all costs and expense, including attorney's fees, and all liability, claims and demands of others for loss of or damage to property or injury to or death of persons, which may result directly or indirectly from any operation under this Lease. Lessee agrees to pay Lessor in full and promptly upon demand for any and all loss of or damage to Lessor's property cause by or resulting from any operation of Lessee hereunder or in connection herewith.
6. Lessee hereby grants to Lessor a lien against hangar, aircraft, and all personal property which Lessee may, from time to time, store upon the premises. This lien shall exist and continue for all unpaid amounts which Lessee may owe Lessor, from time to time, and the assertion of the lien shall not relieve Lessee from the obligations to pay the monthly fees as herein provided. In the event Lessee does not fully and immediately discharge all unpaid amounts, Lessor is hereby granted and shall have the right to take and recover possession of Lessee's aircraft storage hangar and satisfy its lien in accordance with Section 1208.61 through 1208.70 inclusive of the Code of Civil Procedures of the State of California and Lessor may also take

EXHIBIT 1

6c4

and recover possession of aircraft and personal property stored, without notice or other action, and exercise its lien against the same and, in addition thereto, have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar or personal property and assertion of the lien.

7. Lessor will not be responsible for theft, loss, injury, damage, or destruction of the hangar property thereon or therein, or accident, or injury to Lessee, it being specifically understood that the amount of charges fixed for this Lease is for the privilege of storage only.
8. Assigned hangar space shall be used only for storage of aircraft, equipment, and supplies for minimum owner maintenance of said aircraft. Motor vehicles may be parked only in public parking lots or Lessee's assigned aircraft storage area. Conditions may arise where it may be necessary for the Lessor to withdraw temporarily or permanently, without prior notice, the privilege of parking motor vehicles in the assigned storage area.
9. Lessee acknowledges that he has read and received "Policy Statement, Aircraft Storage Hangars" and agrees to abide by all the rules and regulations contained therein or as may be amended from time to time.
10. Lessee may not conduct any commercial activity on the premises and the aircraft located in said storage area shall not be used for commercial activity. Such use constitutes grounds for termination of this Lease, unless Lessee secures prior written consent of the Lessor.
11. If Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than at repair facilities established at the Airport, Lessee shall give written notice of such intention prior to commencement of any work. Said notice shall state the name, address, and qualification of such person, and Lessor shall have the right to refuse to permit or to stop any work. This shall not limit the aircraft owner to pilot's right to do work on his own aircraft as permitted by the Federal Aviation Regulations in areas on the airport approved by the Airports Administrator.
12. Lessee shall not by his own or his agent's actions cause any increase in the Lessor's insurance rates or damage to the Lessor's property. The use of power tools which in any way increases the hazard of fire is strictly prohibited. Any use of the storage areas shall conform to all airport rules and regulations, and local building and fire codes.
13. The use of combustible chemicals, cleaning solvents, stripping, washing, painting, welding, or repairs to the fuel system in or adjacent to the storage area is strictly prohibited. Lessee may perform the foregoing only in a location assigned by the Lessor.
14. Lessee shall not exercise the right granted herein in any manner which would interfere with the departure and arrival of aircraft.

15. Lessee shall permit Lessor's authorized agents free access to the aircraft storage hangar area at all reasonable times for the purpose of inspection or for making necessary improvements. This will include all annual inspection of Lessee's fire extinguisher.
16. Lessee shall not make or cause to be made any alteration to the storage area without first securing the written consent of Lessor's authorized agent and then only upon the terms set by said agent.
17. Waiver of any provision herein or of the regulations governing the use aircraft storage hangar shall not be deemed a continuing waiver of any other provision or regulation.
18. The privilege conveyed herein may be subject to real property taxation and/or assessment. In such event, Lessee shall pay before delinquency all taxes or assessments which at any time may be levied by the State, County, City, or any other tax assessment levying body upon the leased premises and any improvements or fixtures located thereon. Lessee shall also pay all taxes, assessments, fees, and charges on all merchandise fixtures and equipment owned or used thereon.
19. THIS LEASE IS PERSONAL TO THE LESSEE, AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED.
20. Lessee shall notify Lessor in writing within ten (10) days of any change in aircraft ownership or substitution of aircraft. Should Lessee dispose of his aircraft, by sale or circumstances, his hangar shall not remain vacant for more than ninety (90) calendar days.
21. The aircraft storage hangar shall be occupied by an aircraft registered to the Lessee as reflected on the signed lease agreement. Registration of aircraft will be determined by Federal Aviation Administration records.
22. If Lessee elects to sell the hangar in place he shall, before consummating the sale to a private buyer, be assured by the Airports Administrator or his agent that the prospective buyer is the registered owner of the aircraft to be stored in the subject hangar immediately after acquisition. Furthermore, seller shall, as a condition of the sale, appear before the Airports Administrator or his agent with the prospective buyer for the purpose of terminating the prior lease agreement and executing a new agreement. Failure to do so will place the buyer in the untenable position of occupying space on County property without authorization to do so, and will result in legal action as appropriate.
23. Lessee shall equip the hangar with a fire extinguisher appropriately mounted for easy access. The size and type to be determined by the County Fire Department. The size and type to be no less that 5 lb. all-purpose type filled with ABC dry chemical.
24. Lessee agrees to pay as consideration the posted monthly lessee fee in advance within fifteen (15) days after the first (1st) day of each and every month of the term. Partial months shall be prorated. Failure to pay monthly in

advance shall automatically revoke this lease and the use of the space, thereafter, shall be charged for at the standard daily fee. Fees charged and lease deposits required shall automatically conform with fee changes approved by the Board of Supervisors. Additionally, Lessee agrees to provide Lessor, concurrently with the execution of this agreement, with a lease deposit in the amount of one month's lease fee plus late fee in order to secure Lessee's conformance with the terms of this agreement.

25. Notices required herein except as specified in Paragraph 3 may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, by any United States Post Office facility. Such notice shall be addressed to Airports Administrator, Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010.

26. Lessee is the owner of the following aircraft:

Plane # _____ Make: _____

Registered owner: _____

Address: _____

Phone #: _____

Business Phone: _____

Type of Pilot's License _____

Pilot's License #: _____

Hangar #: _____

Insurance Co. _____

Airport: _____

Policy No. _____

Phone # _____

IN WITNESS WHEREOF, the Lessee as executed this Lease and the Lessor has cause this Lease to be executed on its behalf by the Administrator, Department of Airports, County of Ventura, on this _____ day of _____, 20_____.

LESSEE

COUNTY OF VENTURA
LESSOR

BY _____
County Agent

bc8

**PRIVATELY OWNED AIRCRAFT STORAGE
HANGAR GROUND LEASE AGREEMENT**

This Agreement is made and entered into, effective on the date last written below, by and between _____ (Lessee) and the County of Ventura, acting by and through the Director of Airports, Department of Airports (County). In consideration of the mutual covenants in this Agreement, Lessee and County agree as follows.

- 1. **PROPERTY LEASED** County grants to Lessee the right to occupy and use the land (Premises) occupied by an aircraft storage hangar described below (Hangar) for the sole purpose of storing the aircraft described below (Aircraft) and other personal property described in this Agreement at the airport identified below (Airport) or otherwise allowed by Airport rules and regulations. The dimensions of the Premises are the dimensions of the Hangar's footprint.

Airport

Hangar number

Aircraft make and model

FAA registration (tail) number

Lessee and registered owner

Telephone number

Address

Business telephone number

Cell phone number

E-mail address

Type of pilot's certificate

Pilot's certificate number

EXHIBIT 2

6c9

Insurance company

Policy number

NOTE: For Aircraft Under Construction (defined in Section 9) see Section 19 for documents required in lieu of insurance certificate.

The precise location of the Premises where the Hangar is located is subject to County's discretion and modification. County may compel relocation of the Hangar at any time, in which case County will be responsible for all reasonable relocation/reassembly costs, including restoring the Hangar to a condition equivalent to its condition before the relocation. Should structural repairs or improvements to the relocated Hangar be required to bring the Hangar into compliance with all applicable building and safety standards and codes, or required due to deferred maintenance by the Lessee, the cost of all above-ground improvements to the Hangar will be at Lessee's own expense. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of the Lessee, or if relocation is due to termination of this Agreement.

2. **TERM** The term of this Agreement is XX years commencing on _____ and terminating on _____. At the expiration of the term, Lessee must either transfer ownership of the Hangar and its appurtenances to another party which will have the option of either assuming the remainder of the existing lease or negotiating a new lease with the County, enter into a new term lease agreement with County, or remove the Hangar at Lessee's own expense.

3. **HOLDOVER** If Lessee holds possession of the Premises after the expiration of the term of this Agreement or any extension thereof, with consent of County, either expressed or implied, Lessee will become a tenant from month to month. All rent(s) for the holdover tenancy will be adjusted to reflect the rate shown in the Rent and Fee Schedule adopted by the Board of Supervisors (Rent and Fee Schedule), that is in effect at the expiration of the term of this Agreement and adjusted annually thereafter as shown in the then-current Rent and Fee Schedule. The holdover tenancy may be terminated by either party for any reason or no reason by giving 30 days' prior written notice by certified mail to the other party. All other terms and conditions of this Agreement will remain unchanged during the holdover tenancy.

4. **PERMITTED USES** Except as described below, Lessee is permitted to use the Hangar only for storage of the Aircraft and associated aeronautical equipment; storage of equipment, tooling, and supplies for owner maintenance of the Aircraft; storage of other aeronautical, non-aeronautical, and non-commercial items; and other activities associated with such aeronautical uses. But all uses, stored items, and activities must not interfere with the aeronautical use of the Hangar; must comply with all federal, state, and local laws, including, but not limited to, all applicable state and local building and safety standards and codes

bc10

and Airport rules and regulations; and must comply with all federal grant assurances, guidelines, and airport deed restrictions.

5. **COMMERCIAL ACTIVITY** Lessee may not conduct any commercial activity in or near the Hangar, regardless of whether Lessee holds a commercial activity permit from County. Lessee may use the Hangar to store the Aircraft, even if the Aircraft is used to support a commercial activity, but only if no commercial activity aside from mere storage of the Aircraft takes place in or near the Hangar. Non-profit flight clubs registered with the County are not considered a commercial activity under this Section.
6. **PROOF OF OWNERSHIP.** Both the Aircraft and the Hangar described in this Agreement must be owned by either: Lessee, as an individual; a single corporation of which Lessee is an officer and shareholder; a single association of which Lessee is a partner, officer, or trustee; or a non-profit flight club registered with the County, of which Lessee is a member and part owner of the aircraft. If Lessee is not the sole owner of the Aircraft, then Lessee must have sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to do so. If Lessee is not the sole owner of the Hangar, then Lessee must have sufficient authority, ownership, possession, and control of the Hangar to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Hangar to do so.

Ownership of the Aircraft must be shown by providing to County a copy of the current FAA Certificate of Aircraft Registration, listing Lessee as the registered owner of the Aircraft. If the Aircraft is registered with the FAA as being owned by a corporation, then a copy of the articles of incorporation or other corporate document showing that Lessee is an officer and shareholder of the corporation must be provided to the County. If the Aircraft is registered with the FAA as being owned by a partnership, non-profit flight club registered with the County, or other association, including a trust, Lessee must provide to the County documentation showing that Lessee is a partner, officer, member, or trustee of the partnership, association, flight club, or trust. In the ownership scenarios described in this paragraph, where Lessee is not the sole owner of the Aircraft, documentation must demonstrate that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to do all things required to comply with all terms of this Agreement, including, but not limited to, operate and move the Aircraft and open, access, close, secure, relocate, empty, vacate, maintain, and remove any contents from, the Hangar.

Ownership of the Aircraft and Hangar must be demonstrated to the satisfaction of the County at or before the following events: (a) execution of this Agreement, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft or Hangar, and (d) as requested by the County. Any documentation showing

ownership as required by this section must, in addition to Lessee, also show every other owner of the Aircraft and every other owner of the Hangar.

7. **REPLACEMENT, DISPOSAL, OR SALE OF AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld, Lessee may sell or dispose of the Aircraft or replace the Aircraft with another aircraft. To obtain approval, Lessee must provide to County the replacement aircraft's make, model, and FAA registration number, and the ownership and airworthiness documentation required elsewhere in this Agreement. In the event of sale, replacement, or disposal, the Aircraft must be replaced with an approved replacement aircraft within ninety (90) days, except upon further written approval by County when Lessee has demonstrated a need for a longer period which further approval will not be unreasonably withheld. Upon such aircraft replacement, this Agreement must be amended to reflect the replacement aircraft as the new Aircraft. The parties agree that time is of the essence for such Aircraft replacement. Replacement of the Aircraft will not constitute an assignment prohibited by this Agreement.

8. **AIRWORTHINESS** Except where the Aircraft is an Aircraft Under Construction (defined below), the Aircraft must be considered airworthy as defined by the FAA. The County may, at any time, require Lessee to demonstrate that the Aircraft is airworthy. Lessee must produce the required documentation within 30 days of the date that the County requests such demonstration.

9. **AIRCRAFT UNDER CONSTRUCTION** A non-airworthy aircraft in the process of being built, in the process of being extensively restored, or temporarily out of service in the process of becoming airworthy (Aircraft Under Construction), may be stored in the Hangar for one year, which may be extended as described below. Before storing any Aircraft Under Construction, whether for one year or for any extended period beyond one year, Lessee must first obtain County's written consent, which may be conditioned on Lessee making progress toward airworthiness and which may be extended upon showing such progress.

10. **VEHICLE STORAGE** Lessee may store one Motor Vehicle registered to Lessee or to the owner of the Hangar and the Aircraft for each 1,500 square feet of hangar space, in addition to the Aircraft in the Hangar, if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars Docket Number FAA 2016-0463 of the Federal Register, dated June 15, 2016, as amended. "Motor Vehicle" has the same meaning as provided by Vehicle Code section 415, except that "Motor Vehicle" does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Conditions may arise where it may be necessary for County to withdraw temporarily or permanently, without prior notice, the privilege of parking a Motor Vehicle in the Hangar. Failure to obtain approval for storage of a Motor Vehicle, failure to store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2016-0463 of the Federal

Register dated June 15, 2016, as amended, failure to remove any stored Motor Vehicle upon request, or storage of any vehicle not authorized by this Agreement will each constitute a Default.

11. **ADDITIONAL STORED AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld or withdrawn, and if space permits, Lessee may store an additional aircraft as an "Additional Stored Aircraft" in the Hangar. Storage of an Additional Stored Aircraft in compliance with this Agreement will not constitute a prohibited transfer or assignment of the interest conveyed by this Agreement. Lessee must provide County prior written notice of Lessee's intent to store an Additional Stored Aircraft. The Additional Stored Aircraft and its owner and operator must be registered with the Department of Airports and is subject to all laws, rules, regulations, and terms of this Agreement, in the same manner and to the same extent as the Lessee and the Aircraft. This Agreement must be amended to reflect the addition of an Additional Stored Aircraft. Conditions may arise where it may be necessary for the County to withdraw temporarily or permanently, without prior notice, the privilege of storing an Additional Stored Aircraft in the Hangar. Failure to obtain approval for storage of any Additional Stored Aircraft, failure of any Additional Stored Aircraft to comply with all terms of this Agreement, or failure to amend this Agreement will each constitute a Default.
12. **RELOCATION OF HANGAR** The precise location of the Premises where the Hangar is located is subject to County's discretion and modification. County may compel relocation of the Hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of the lessee, or if relocation is due to termination of this Agreement.
13. **USE OF AIRPORT FACILITIES** Lessee has the nonexclusive right to the use of the public waiting rooms, rest rooms, roadways, and other public places and public facilities provided by the County on the Airport.
14. **RENT** Lessee agrees to pay, as consideration, the monthly rent, in advance, within 10 days after the first day of each and every month of the term. Partial months will be prorated. Rent and lease deposits are those specified by the then-current Rent and Fee Schedule and as further defined in this Agreement, and will automatically change upon the Rent and Fee Schedule's approval by the Board of Supervisors.
15. **FAILURE TO PAY WHEN DUE** Failure to pay rent monthly, in advance, will constitute a default of the lease. If the default is not cured as required by this Agreement, County may, either in lieu of or in addition to termination, charge Lessee the standard daily fee for any further use of the Hangar.

Lessee acknowledges that the late payment of rent or any other sums due under this Agreement will cause County to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any rent or any other sum due County is not received by County within ten (10) days after the first day of the month, a late fee as specified by the then-current Rent and Fee Schedule will be added to the balance due, and the total sum will become immediately due and payable to County, as liquidated damages. An additional late fee will be added for each additional month or portion thereof that said payment remains unpaid.

Lessee and County agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Lessee's late payment. Acceptance of such late charges (or any portion of the delinquent payment) by County will not constitute a waiver of Lessee's default with respect to such overdue payment, or prevent County from exercising any other right or remedy under this Agreement.

16. **SECURITY DEPOSIT** Lessee agrees to pay County, concurrently with the execution of this Agreement, a lease deposit in the amount of one month's rent as security to ensure Lessee's conformance with the terms of this Agreement.

All or any portion of the deposit is available unconditionally to County for correcting any default or breach of this Agreement by Lessee or Lessee's successors or assigns, or for payment of expenses incurred by County as a result of the failure of Lessee or Lessee's successors or assigns to faithfully perform all the terms, covenants, and conditions of this Agreement.

If at any time during the term of this Agreement, any rent or other sum payable to County is overdue and unpaid, County may, at County's option, apply any portion of this security deposit to the payment of any overdue rent or other sums due and payable to County under this Agreement. Should the entire security deposit, or any portion thereof, be appropriated and applied by County for the payment of overdue rent or such other sum due and payable to County by Lessee, then Lessee must, within thirty (30) days after written demand by County, restore the security deposit to the required amount, along with any past due rent. Lessee must maintain the required security deposit throughout the term of this Agreement. Failure to maintain or restore the security deposit will constitute a default. The security deposit will be rebated, reassigned, released, or endorsed to Lessee or order, as applicable, at the end of the term of this Agreement, provided Lessee is not then in default and has performed all obligations required to be performed upon termination.

17. **ALTERATIONS BY LESSEE** As part of the consideration for this Agreement, Lessee must make improvements, alterations, or additions to the Premises as needed to maintain the Hangar in a safe and structurally sound condition.
- a) Lessee may make these improvements, alterations, or additions to the Premises, provided, however, that approval of such improvements, alterations, or additions must be obtained in advance in writing from the Director. Such approval will not be unreasonably withheld.
 - b) All improvements, alterations, and additions must conform with the then-current Department of Airports development standards and all other applicable standards, regulations, and laws, as may be amended from time to time.
18. **SIGNS AND ADVERTISING** Lessee may not erect or display, or permit to be erected or displayed, on the Airport or the Premises, any sign or advertising matter of any kind (including, but not limited to, "For Sale" signs) without first obtaining the written consent of the Director. Such consent will not be unreasonably withheld but will be conditioned on compliance with the then-current County policy regarding signs at the Airport. Lessee must obtain all necessary applicable permits after securing the Director's written approval of signs or advertising matter.
19. **INSURANCE** Lessee must maintain and keep in force during the term of this Agreement, for the mutual benefit of County and Lessee, at Lessee's sole cost and expense, the following types of insurance:
- a) **Airworthy Aircraft:** Aviation General Liability (AGL) covering AGL on an "occurrence" basis, including airport premises liability, products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence.
 - b) **Non-Airworthy Aircraft, Aircraft under Construction and Aircraft with Expired FAA Registration:** Aviation General Liability (AGL) covering **Ground Only Liability** on an "occurrence" basis, including airport premises liability, products and operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence. Additionally, for aircraft, that have expired registration, are not airworthy, or are Aircraft Under Construction, a signed statement to that fact with a promise to obtain the insurance required by this Section for Airworthy Aircraft. before operating said aircraft must be provided to County.
 - c) All insurance required will be primary coverage with respect to the County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
 - d) County must be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. The County of Ventura must be named as Additional Insured as respects work

done by Lessee under the terms of this Agreement on the General Liability policy.

- e) Policies may not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the County.
- f) Lessee agrees to provide County with the following insurance documents on or before the effective date of this Agreement, except for renewal documents, which Lessee must provide when they become effective:
 - 1. Certificates of Insurance for all required coverage, including renewal documents.
 - 2. The above policies must name the County of Ventura and Department of Airports as additional insured and include use of premises incidental to use of aircraft.
 - 3. Failure to provide these documents may constitute grounds for immediate termination or suspension of this Agreement. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
- g) **USE OF COUNTY PROPERTY AND HANGAR** Lessee may not, by Lessee's own or Lessee's agent's actions, cause any increase in the County's insurance rates or damage to the County's property. All uses of the Hangar must conform to all airport rules and regulations and state and local building and safety standards and codes.
- h) **LOSS** County is not responsible for any theft, loss, injury, damage, or destruction of the Hangar, Aircraft, or other property stored in the Hangar, or for injury to Lessee, except where later determined by a court to have been caused solely by County's own negligence.

20. **TAXES AND ASSESSMENTS** The interest conveyed by this Agreement may be subject to real property taxation and assessment. In such event, Lessee must pay, before delinquency, all taxes or assessments that at any time are levied by the state, county, city, or any other taxing authority upon the Premises or Hangar and any other improvements or fixtures located on the Premises. Lessee must also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used on the Premises.

21. **UTILITIES** Subject to reimbursement from Lessee, County will pay fees for water, sewer, and electricity. Lessee must pay for all electronic, computer, or telephone equipment installed, used, or operated by Lessee on the Premises. Lessee expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Premises.

22. **TRASH AND RUBBISH SERVICES** Lessee may use Department of Airports provided dumpsters for disposal of trash, so long as said trash does not include construction materials, waste oil, hazardous materials, or the like. Lessee must ensure the Premises is kept free of all trash and rubbish materials.

Lessee may use the waste oil receptacles provided at the Airport for the incidental disposal of any waste oil generated from the regular servicing of the Aircraft.

23. **COOPERATION BETWEEN TENANTS** Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users or tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be adjusted and determined by the Director in Director's sole discretion, and such adjustment and determination will be final and not subject to appeal. If Lessee's lawful enjoyment of Lessee's tenancy is impaired because of any act or omission of another tenant, Lessee will have no claim against the County on that account.

24. **MAINTENANCE** Lessee must maintain the Hangar in good condition, and must make, at Lessee's own cost, all repairs and replacements necessary to that end. Lessee must paint the exterior of the Hangar, as needed and reasonably directed by the County, with specifications and color to be approved in writing by County. Further, Lessee recognizes that this is a term lease and as such Lessee and County agree that the Hangar must be maintained in a first-class condition, including maintenance and replacement of roof, siding, door, utility infrastructure, and the like, all of which will be at Lessee's sole cost.

25. **COUNTY ACCESS TO HANGAR** County and its authorized agents may have access to the Hangar, with reasonable notice provided for non-emergency access, for any lawful purpose, including, but not limited to, inspections, making necessary improvements, an annual inspection of Lessee's fire extinguisher, and to confirm compliance with the terms of this Agreement.

26. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES** Lessee agrees to abide by all applicable statutes, ordinances, orders, laws, rules, regulations, minimum development standards, and the requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and offices thereof, including, but not limited to, applicable state and local building and safety standards and codes, the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), the most current Rent and Fee Schedule, and the FAA Policy on the Non-Aeronautical Use of Hangars, Docket Number FAA 2016-0463 of the Federal Register, dated June 15, 2016, or the current version thereof, which may be amended from time to time.

27. **INTERFERENCE** Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.

28. **AIRPORT SECURITY AND ACCESS** Lessee must comply with, and is responsible for ensuring that Lessee's employees, agents, and guests comply with, all applicable federal, state, and local airport security and access requirements, policies, and rules and regulations as updated or implemented from time to time. County may, in its sole discretion for County's convenience, provide Lessee one or more access keys, cards, or other media (Access Media) to enable Lessee to enter the secured area of the Airport. Lessee accepts sole responsibility for all such Access Media, including those issued to others at Lessee's request. At the termination of any such arrangement, Lessee must return such Access Media to the Department of Airports office immediately. County may, at any time, for any reason, and without prior notice, substitute, modify, revoke, or disable Access Media provided to Lessee or others at Lessee's request and provide alternative means to gain access to the Premises.
29. **USE OF SERVICES** If Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than repair facilities established at the Airport or a service provider permitted by the County to perform aeronautical services at the Camarillo or Oxnard Airports, Lessee must give written notice of such intention to the County before commencement of any work. Said notice must state the name, address, and qualifications of any person who will perform the work, and such person must possess all required permits for performing the work. This section does not limit the Aircraft owner's employees, the aircraft owner, or aircraft owner's pilot's authority to perform work on the Aircraft (as permitted by FAA Regulations) in Lessee's hangar or areas on the airport approved by the County, nor does it limit the rights extended to mobile mechanics, technicians, and other service providers permitted by County for such activity.
30. **NO SMOKING PROVISIONS** Per Ventura County Comprehensive Smoke-Free Ordinance, Ventura County Ordinance Code section 6707 et seq., smoking, vaping, and the use of tobacco products in all vehicles, buildings, and other areas owned or under the legal control of the County, including, but not limited to, the Premises, are prohibited, except for smoking areas designated by the Ventura County Executive Officer or Public Health Department Director.
31. **FIRE REGULATIONS/FIRE EXTINGUISHER** Lessee must at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention, and must furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places on the Premises. The fire extinguisher(s) must meet or exceed current National Fire Protection Association standards for aircraft hangar use and be charged and ready for immediate use as required by fire regulations and applicable laws and ordinances. If Lessee receives an inspection notice or a deficiency notice following an inspection by the Fire Department or County, Lessee agrees to make any and all corrections in the manner required by the Fire Department or County within thirty (30) days after receipt of such notice.

32. **HAZARDOUS MATERIALS AND HAZARDOUS WORK** Hazardous materials stored in the Hangar must be stored in Department of Transportation (DOT) approved containers and disposed of per hazardous waste requirements, as required by law. The total volume of the stored hazardous materials may not exceed five (5) US gallons. The storage of aircraft engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in the Hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), hot work (as defined in the California Fire Code and including, but not limited to, cutting, welding, brazing, soldering, and grinding), chemical stripping, chemical washing, and painting (except as described elsewhere in this Agreement). The use of power tools that increase the hazard of fire is strictly prohibited. These precluded activities may be performed solely in a location assigned for such purpose by the County. Touch-up painting of small areas on an aircraft, not to exceed one square foot total within any 48-hour period, is permitted. Lessee must at all times comply with all applicable current state and local laws, ordinances, regulations, and fire prevention codes.
33. **CONTAMINATION AND POLLUTION.** Lessee, solely at Lessee's own cost and expense, must provide clean up of the Premises, other property, or natural resources contaminated or polluted due to Lessee activities. All fines, penalties, or punitive or exemplary damages incurred by Lessee due to contaminating or polluting activities of the Lessee will be borne entirely by Lessee.
34. **STORMWATER POLLUTION** Lessee must undertake all reasonably necessary actions to minimize the exposure of stormwater to polluting materials generated, stored, handled, or otherwise used on the Premises.
35. **ASSIGNMENT AND SUBLETTING** The interest conveyed by this Agreement may not be assigned or transferred in whole, except upon sale of the Hangar, as provided elsewhere in this Agreement. No assignment or transfer in whole may be made, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or transferee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale of the Hangar and registration of aircraft and aircraft and hangar ownership. The interest conveyed by this Agreement may not be transferred in part, sublet, assigned, or otherwise encumbered, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or sublessee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale of the Hangar and registration of aircraft and aircraft and hangar ownership, and County's prior written approval of a written sublease. Any sublease must incorporate all terms of, and be subordinate to, this Agreement. Any attempt to transfer or assign this

Agreement without compliance with this section is void and will constitute a default.

36. **DOCUMENT PROCESSING FEE** As required by the Rent and Fee Schedule, Lessee must pay a Document Processing Fee for the drafting or processing of tenant-initiated documents relating to this Agreement, including, but not limited to, any amendment, consent, change of ownership, or other approval or modification. County-initiated documents are exempt from the processing fee.
37. **DEFAULT OR BREACH** Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of its terms or conditions, the other party must give written notice to remedy the default or breach. If the default or breach is not remedied within 30 calendar days following such notice, the other party may, at its option, terminate this Agreement. The enumeration in this Agreement of various grounds for default does not mean that such enumerated grounds are the only grounds for default. Termination as provided in this Section does not constitute a waiver of damages or any other remedy available to either party because of such default. Each term and condition of this Agreement is both a covenant and a condition.
38. **IMMEDIATE TERMINATION** The County may terminate this Agreement immediately, at any time and without prior written notice, in the event Lessee violates any federal, state, or local law, rule, regulation, or lawful instruction of any Department of Airports servant or agent.
39. **REQUIREMENTS UPON TERMINATION** Upon termination of this Agreement:
- a) Lessee must vacate the Premises and deliver same to County in good order and condition.
 - b) Lessee must, at its own expense, remove all aircraft from the Premises. If the termination was for any reason other than the expiration of the lease term, Lessee must remove all aircraft within 30 calendar days of the termination. If Lessee does not timely remove all aircraft, all remaining aircraft may be removed by County and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost and expense of moving the aircraft must be paid by Lessee. Once moved to another location on the Airport, Lessee must remove all aircraft from the Airport within three (3) days of their removal from the Premises. If, after such time, all aircraft are not removed from the Airport, the County may commence lien sale proceedings as provided by law. This subsection will survive the termination of this Agreement.
 - c) Lessee must also, at its own expense, remove all personal property of any kind, other than aircraft, owned or placed on the Premises by Lessee, along with all debris, surplus, and salvage material. If Lessee does not remove, or has not completed removal of, all personal property within seven (7) days after the termination, title to any remaining personal property will vest in the County. County may thereafter remove or cause to be removed or destroyed,

such personal property left on the Premises, and in such event, Lessee must pay the County the reasonable and actual cost of any such removal, sale, or destruction in excess of any consideration received by County as a result of any such removal, sale, or destruction. This subsection will survive the termination of this Agreement.

- d) Lessee must, no later than 30 days before the expiration of the term of this Agreement, provide County written notice of its intent to either negotiate a new lease with the Department of Airports, remove the Hangar, or transfer ownership of the Hangar.
- e) If the termination was for any reason other than the expiration of the lease term, and if the Hangar is not otherwise transferred, Lessee must, at its own expense, within 90 calendar days of the termination, remove or transfer ownership of the Hangar, including its appurtenances. If Lessee does not timely remove or transfer ownership of the Hangar as required by this section, ownership of the Hangar will transfer to County, and County may remove, destroy, or otherwise dispose of the Hangar at Lessee's expense. Transfer of the Hangar to a private party is subject to County's approval of a lease agreement with the new owner of the Hangar. This subsection will survive the termination of this Agreement.
- f) If Lessee elects to sell the Hangar in place, Lessee must, before consummating the sale, advise the prospective purchaser of the terms of this Agreement, including, but not limited to, the provisions of Section 6 relating to the ownership and registration of aircraft to be stored in the Hangar. Furthermore, Lessee must, as a condition of the sale, appear before the County together with the prospective buyer to assure the County that the prospective buyer is the registered owner of the aircraft to be stored in the Hangar, for the purpose of either assigning this Agreement or terminating this Agreement and executing a new agreement for lease of the land occupied by the Hangar. Failure to do so will place the buyer in the untenable position of occupying space on County property without authorization to do so, and may result in legal action as appropriate. Further, at the time Lessee notifies County of intent to sell the Hangar, Lessee must provide an inspection report to County that demonstrates that all improvements made to the Hangar by Lessee comply with Ventura County Building and Safety Codes. Failure to do so may result in the County not approving the transfer.

40. **LIEN** Lessee hereby grants to County a lien against the Hangar, Aircraft, and all personal property that Lessee stores in the Hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Hangar and satisfy its lien in accordance with sections 1208.61 through 1208.70 inclusive of the California Code of Civil Procedure, and County may also take and recover possession of the stored Aircraft and personal property, without notice or other

action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said Hangar, Aircraft, or personal property and assertion of the lien.

41. **WAIVER AND NONWAIVERS.** The failure of County to either:
- a) Give any notice of default or breach of the Agreement, or
 - b) Terminate the Agreement because of a default or breach thereof, or
 - c) Exercise any other right conferred on it pursuant to this Agreement, will not be a waiver of any right or rights conferred by the Agreement nor will County be estopped to assert such right or rights at any reasonable time after County has knowledge of a breach or default.

No waiver of any default or breach constitutes a waiver of any other default or breach, whether of the same or any other term, covenant, or condition. No waiver, benefit, privilege, or service voluntarily given or performed by County or Lessee gives the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent to this Agreement does not constitute a waiver of any preceding default by Lessee other than a default in the payment of the particular rental payment so accepted, regardless of County's knowledge of the preceding breach at the time of accepting the rent, nor does County's acceptance of rent or any other payment after termination of this Agreement constitute a reinstatement, extension, or renewal of this Agreement or revocation of any notice or other act by County.

42. **PARTIES BOUND AND BENEFITTED** The terms and conditions of this Agreement will apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Agreement, and all of the parties to this Agreement are jointly and severally liable under this Agreement.

43. **TIME** Time is of the essence of this Agreement.

44. **HOLD HARMLESS & INDEMNIFICATION** Lessee's use of the Premises, the Hangar, and property stored in the Hangar is at Lessee's sole risk. Lessee agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents, and volunteers, against any and all claims, lawsuits, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, whether against Lessee, County or others, arising directly or indirectly out of the obligations or rights herein described or undertaken or out of activities conducted or subsidized in whole or in part by Lessee, save and except claims or litigation later determined by a court to have arisen through the sole negligence or wrongdoing and/or sole willful misconduct of County. Lessee agrees to waive all rights of subrogation against

County for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

45. **DESTRUCTION OF PREMISES** If Premises are destroyed by any cause except Lessee's fault, or declared unsafe or unfit for occupancy by any authorized public agency for any reason except as caused by Lessee's fault, either wholly or in such a degree as to substantially impair Lessee's use of the Premises, then all rent due under the terms of this Agreement will cease as of the date of such destruction or declaration, and this Agreement will be terminated and Lessee must, at its own expense, remove all improvements and personal property from the Premises and surrender the Premises free of same to the County within 90 days.

46. **FAA SPECIAL PROVISIONS**

- a) The Lessee, for himself, his 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 lease 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 Lessee must maintain and use such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Subtitle A, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- b) The Lessee, for himself, his 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 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 the facilities; (2) in the construction of any improvements on, over, or under such land and the use of such land, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) the Lessee must use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Part 21, Nondiscrimination in Federally- assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- c) In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Lease and to reenter and repossess the land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

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- d) Non-compliance with the above provisions of this section will constitute a material breach of this Agreement and, in the event of such non-compliance, County will have the right to terminate this Agreement and the estate hereby created without liability therefor, or, at the election of the County or the United States, either or both said governments will have the right to judicially enforce the above provisions.
- e) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person will, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- f) The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance. Such reservation includes without limitation the right to develop and operate the Airport and other airports, to relocate existing operations at the Airport and other airports, and to offer services and facilities at the Airport and other airports that may compete with the operations of Lessee.
- g) The County reserves the right, but will not be obligated to the 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 all activities of the Lessee in this regard.
- h) This Agreement is subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, relative to the development, operation, or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent of the provisions of any existing or future funds. County agrees to provide Lessee written advance notice of any provisions that would adversely modify the material terms of the Agreement.
- i) Lessee 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 Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
- j) It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
- k) There is hereby reserved to the 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 Premises. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport.

- l) The Lessee, by accepting this 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 above the mean sea level elevation of more than 100 feet. In the event the aforesaid covenants are breached, the County reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which will be at the expense of the Lessee.
- m) The 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 the aforesaid covenant is breached, County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the Lessee.
- n) This Agreement and all the provisions hereof are 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 the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency

47. **FEDERAL GOVERNMENT EMERGENCY CLAUSE** All provisions of this Agreement are subordinate to the rights of the United States of America to operate the Airport or any portion thereof during time of war or national emergency. Such rights supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

48. **CONDEMNATION** If the whole of the Premises is taken by a public authority under the power of eminent domain, then the term of this Agreement will cease on the day of possession by said public authority. If only a part of the Premises is taken under eminent domain, Lessee will have the right either to terminate this Agreement or to continue in possession of the remainder of the Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in effect, the minimum rent payable being reduced proportionately for the balance of the term of this Agreement. If a taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of the Lessee will belong to the Lessee, and those payments attributable to the reversionary interest of the County will belong to the County.

49. **REMOVAL OF AIRCRAFT** In the event that any aircraft occupying the Hangar is in violation of the Airports Ordinance Code (Ventura County Ordinance Code § 6501 et seq.), this Agreement, or local, state, or federal law, it will constitute a default. Should County so notify Lessee, and Lessee fail to remedy such default as required by this Agreement, County may provide Lessee written notice that

the aircraft must be removed from the Hangar. Upon such notice, Lessee must remove the aircraft from the Hangar within forty-eight (48) hours of the time and date of such written notice. An aircraft not timely removed from the Hangar may be removed by the County and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost and expense of moving the aircraft must be paid by the aircraft owner. Once moved to another location on the Airport, the aircraft owner must remove the aircraft from the Airport within three (3) days of its removal from the Hangar. If, after such time, the aircraft is not removed from the Airport, the County may commence lien sale proceedings as provided by law.

50. **ENTIRE AGREEMENT** This Agreement contains the entire agreement between the parties hereto, and no obligation other than those set forth in this Agreement will be recognized. This Agreement supersedes all proposals, negotiations, conversations, discussions, agreements, and representations, or any of these, whether oral or written, including, but not limited to, any custom or past dealing between the parties relating to the subject matter of this Agreement, that precede the effective date of this Agreement.
51. **AGREEMENT MODIFICATION** This Agreement may be altered or modified only in a writing signed by the parties hereto. In addition to the termination provisions elsewhere in this Agreement, this Agreement may be terminated in a writing signed by the parties hereto. Such alteration, modification, or termination may be executed by Director, Director's designee, or other authorized representative on behalf of the County.
52. **PARTIAL INVALIDITY** If any term, covenant, condition, or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
53. **GENDER AND NUMBER** For the purpose of this Agreement, the masculine or neuter form includes the masculine and feminine, the singular number includes the plural, and the plural number includes the singular, unless the context indicates otherwise.
54. **JOINT AND SEVERAL LIABILITY** If Lessee is not an individual, all individuals that comprise Lessee, and each of them, are jointly and severally liable for the performance of each and every obligation of Lessee under this Agreement.
55. **ARTICLE HEADINGS** Article headings in the Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

- 56. **NOTICES AND PAYMENTS** Notices and payments required by this Agreement may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, with any United States Post Office facility. Such notice to the County must be addressed to Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010. Such notice to Lessee must be addressed to the address shown in section 1 of this Agreement or to another address later designated by Lessee. Such notice to Lessee may be issued by the Director of the Department of Airports (Director), Director's designee, Director's successor, or other person at County's sole discretion.

Lessee and County hereby warrant that they are duly authorized to enter into this Agreement and have the legal authority to comply with all of its terms and conditions, and have executed this Agreement, on this _____ day of _____, 20_____.

LESSEE

COUNTY OF VENTURA

Signature

By:

Signature

Name

Name

County Agent

bc27

March 2, 2020

Aviation Advisory Commission
Camarillo Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Certification of Board Review of the Final Mitigated Negative Declaration (MND) for the CloudNine Hangar Development Project at Camarillo Airport; Find There Is no Substantial Evidence the Project Will Have a Significant Effect on the Environment; Approval of the Project and Adoption of the Final MND and Mitigation Monitoring Plan; and Authorization for the Director of Airports or Designee to Sign and File the Notice of Determination; Designate the Clerk of the Board as the Custodian of Records for the Proceedings.
(Exhibit 1 available for review on the Department of Airports website www.ventura.org/airports)

Recommendations:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

1. Certify that the Board has reviewed and considered the information contained in the CloudNine Hangar Development Project (Project) Final Mitigated Negative Declaration (MND) and the Mitigation Monitoring Program (MMP) (Exhibit 1) and has considered all comments received.
2. Find that, on the basis of the whole record before the Board, including the Initial Study and public comments received, there is no substantial evidence the Project, as mitigated, will have a significant effect on the environment, and the Final MND reflects the independent analysis and judgment of the Board.
3. Approve and adopt the Final MND and MMP (Exhibit 1) and incorporate the Final MND mitigation measures into the Project.
4. Certify that the Final MND has been completed in compliance with the California Environmental Quality Act (CEQA) and the County of Ventura Administrative Supplement to the State CEQA Guidelines.
5. Designate the Clerk of the Board as the Custodian of Records for the proceedings in this matter.
6. Authorize the Director of Airports or designee to sign and file the Notice of Determination.

6d1

Fiscal/Mandates Impact:

Costs to the Airport Enterprise Fund associated with the implementation of the mitigation measures identified in the MND are currently undetermined. However, costs are anticipated to be minimal because the project is the responsibility of a third-party developer, and the role of the Department of Airports will be limited to one of oversight to ensure the mitigation measures are implemented by the developer as recommended.

Discussion:

Before you, for your review and consideration, is a Final MND to satisfy the requirements of CEQA, Public Resources Code Section 21000 et seq., for the CloudNine hangar development project at Camarillo Airport.

The project consists of the development of approximately seven acres of open land on the northeast quadrant of the Camarillo Airport with four private commercial hangars and offices, under a lease with the County. Total building area proposed for the project is 100,800 square feet (sf) of hangar space and 20,650 sf of hangar office space. Other elements of the project include:

- A two-way vehicle driveway from Las Posas Road.
- Approximately 100,000 sf of landscape, hardscape, and vehicle parking and driveways. On-site vehicle parking north of the hangars, including 114 standard stalls and six Americans with Disabilities Act (ADA)-compliant stalls.
- An aircraft ramp (or apron) on the south side of the hangars and reconstruction of a portion of an existing taxiway south of the ramp.
- Two fuel truck parking locations with a concrete block screening wall.
- Measures to avoid or reduce wasteful, inefficient, and unnecessary consumption of energy, including photovoltaic roof panels.

The project does not involve any changes to the runway or type of aircraft that can access the existing airport facilities. The project is intended to develop hangars consistent with the Camarillo Airport's current and planned operations and within all legal restrictions under which the Camarillo Airport currently operates, including the 1976 Joint Powers Agreement between the County and the City of Camarillo.

MND SUMMARY

The Final MND:

1. Concludes that the construction of the project will not have any significant immitigable environmental impacts;
2. Identifies six areas with project-specific impacts that require mitigation;
3. Identifies and describes mitigation measures for the project-specific impacts and their implementation in the Mitigation Monitoring Reporting Program (MMRP).

6d2

The following mitigation measures for air quality, biological resources, liquefaction, expansive soils, subsidence, and transportation/circulation have been integrated into the project, and will reduce potentially significant impacts to a less than significant level:

- **Air Quality (Project-specific and Cumulative)** - Mitigation includes the use of Tier 4 emission standards in off-road construction equipment and compliance with Ventura County Air Pollution District Rules and Regulations.
- **Biological Resources (Project-specific and Cumulative)** - Mitigation includes avoidance and minimization measures to reduce potential direct or indirect impacts to special-status species or sensitive habitat.
- **Liquefaction (Project-specific)** - Mitigation includes incorporation of recommendations of the project-specific geologic/geotechnical report.
- **Expansive Soils (Project-specific)** - Mitigation includes incorporation of recommendations of the project-specific geologic/geotechnical report.
- **Subsidence (Project-specific)** - Mitigation includes incorporation of recommendations of the project-specific geologic/geotechnical report.
- **Transportation/Circulation (Cumulative)** - Mitigation is payment of County Traffic Impact Mitigation Fees.

The Mitigation Monitoring Program, pursuant to CEQA Guidelines Section 15097, is included in the Final MND. This program was designed to ensure CEQA compliance during project implementation.

CLOUDNINE PROJECT REVIEW PROCESS

In July 2011, with the support of the Aviation Advisory Commission and the Camarillo Airport Authority, the Board of Supervisors (Board) adopted a Master Plan Update for Camarillo Airport which included additional development of various types of aircraft hangars in the northeast corner of the airport, including four large commercial hangars.

Here are a few key milestones in the review and development of the project:

- 2016 CEQA certification by the Board for up to 118 County hangars and reserving space for approximately 100,000 sf of commercial hangars. AAC and CAA recommended approval.
- 2017 National Environmental Policy Act (NEPA) determination by the FAA for the development of hangars in the northeast corner of the airport, including a mix of executive, T-hangars, and large commercial hangars.
- 2018 approval by the Board of an Option Agreement and Lease Agreement with RKR, Inc. for development of commercial hangars in the northeast corner of the airport (this project). AAC and CAA recommended approval.

CEQA REVIEW – IS/MND

Pursuant to CEQA Guidelines Sections 15072 and 15073 a public review period was established from October 21, 2019 to November 20, 2019. A Notice of Availability and

6d3

Intent to Adopt a Mitigated Negative Declaration for the proposed project was published in the Public Notice section of the Ventura County Star on October 21, 2019 as well as on the County Department of Airports website. An extra 10-day review period was provided beyond the CEQA-mandated 20-day review period. Thus, the public notice exceeded CEQA requirements.

Further, all environmental-document notice requirements of the County's Administrative Supplement to the State CEQA Guidelines were met, including: 1) running of a legal notice in a newspaper of general circulation in the area affected by the project; 2) sending a copy of the public notice to all cities and counties that are adjacent to the unincorporated area of Ventura County (as outlined in Appendix B of the Administrative Supplement); and 3) posting of a copy of the public notice by the County Clerk and Recorder.

The Department of Airports accepted written comments on the draft MND during the public review period. A total of 101 written comments were received, with one comment letter from the City of Camarillo, one from a Camarillo Airport tenant's attorney, and other emailed comments from members of the public. All comments received during the review period, along with the Agency's response to the comments, are included in Appendix D of the Final MND (Exhibit 1).

Most of the public comments received did not directly address the draft IS/MND findings or the project itself but instead voiced unrelated opposition to the use of the airport by large aircraft such as the Boeing Business Jet, stated that the commenter did not know about the project, or requested more time for public comment. Comments related to Boeing Business Jets (a type of 737 aircraft) appear to have arisen due to confusion over whether this project was intended to facilitate these aircraft.

The project will not facilitate Boeing Business Jets because they will not fit in the project hangars, as designed. Nevertheless, because the Final MND evaluated environmental impacts that could result from the largest of the aircraft that fall within the Federal Aviation Administration's aircraft design category for Camarillo Airport, and because that category includes Boeing Business Jets, some commenters appear to have misunderstood the scope of the project. Boeing Business Jets may currently operate at the Camarillo Airport, provided they comply with the 115,000-pound weight limit in the 1976 Joint Powers Agreement between the County and the City of Camarillo. And, as the Final MND concludes, the operation of even Boeing Business Jets would not have a significant environmental impact. The CloudNine project will not alter, or require alteration of, either the aircraft design category or any aircraft restriction already in place.

Other comments raised general concerns related to the draft IS/MND findings regarding noise, vibration, air quality, traffic, operational safety and quality of life, but did not point to substantial evidence showing a significant impact from this project. Therefore, no mitigation is necessary because impacts from these potential effects were found to be less than significant.

6d4

Before the Airport Advisory Commission and Camarillo Airport Authority meetings, the Department of Airports made the proposed Final MND available on its website and provided notice of its availability via Camarillo Airport gate notices, on the Department of Airports website, and to those public commenters that requested notice and provided contact information (including email).

And finally, before any hearing before the Ventura County Board of Supervisors, a copy of the Notice of Intent (NOI) to adopt the proposed final MND, along with electronic or hard copies of the proposed final MND, will be distributed to responsible, trustee, and affected agencies, local jurisdictions, and appropriate state agencies, as required by CEQA. The NOI will be published in a newspaper of general circulation at least 10 days in advance of the public hearing and the NOI and proposed final MND will also be available for review online at the Airports' website, at the public counter of the Department of Airports offices and at the Camarillo Library.

If you have any questions concerning this item, please contact me at 388-4200.



KIP TURNER, C.M.
Director of Airports

Attachments:

Exhibit 1 – Final MND, including Initial Study and Mitigation Monitoring Program, comments and responses (available for review on the Department of Airports website www.ventura.org/airports)

MONTHLY ACTIVITY REPORT

Month ending January 31, 2020

Hangars and Tie-downs:

Camarillo				Oxnard					
		Inventory	Occupied	Available			Inventory	Occupied	Available
Hangars				Hangars					
Private	170	170	0	Private	55	55	0		
County	125	112	13	County	69	61	8		
Total	295	282	13	Total	124	116	8		
Tie-downs				Tie-downs					
County	96	84	12	County	7	4	3		
Western Cardinal	25	18	7	Goldenwest Jet Center	15	11	4		
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2		
Visitor	35			Visitor	7				
Total	191	132	24	Total	37	21	16		

Airport Operations:

	Camarillo	Oxnard
Current year for the month	14,606	7,178
Last year for the month	11,371	5,337
% Change	28%	34%
Current year to date	14,606	7,178
Last year to date	11,371	5,337
% Change	28%	34%

Aircraft Incidents:

	Camarillo	Oxnard
Current Month	1	1
Current year to date	1	1

Other:

	Camarillo	Oxnard
Citations issued	0	0
Cards issued to transient overnight aircraft	18	4
Noise/nuisance compliants	0	1
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	111	27

** Includes approximate number of aircraft occupying space in both large and small hangars by agreement with lessee or licensee

Ja

**MONTHLY NOISE COMPLAINT SUMMARY
CAMARILLO AIRPORT**

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
NONE								

* Unable to identify aircraft

** Pilot aware of noise procedures and/or directed by ATC for separation

*** A normal approach or pattern was observed by Operations and/or ATC approved – Pilot not contacted

**** Complaint not related to noise

N/R Not Required (Complainant does not wish to be called back)

Mode of Flight – “T” Takeoff, “L” Landing, “M” Missed approach, “A” Multiple Approaches, “T & G” Touch and Go’s (pattern), “O” Other

86 January, 2020

**MONTHLY NOISE COMPLAINT SUMMARY
OXNARD AIRPORT**

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
1/2 12:00pm Clear, Calm	Noise	T&G	Cessna	5500 Block West 5 th Street, Oxnard, CA	1	1	***	N/R

* Unable to identify aircraft

** Pilot aware of noise procedures and/or directed by ATC for separation

*** A normal approach or pattern was observed by Operations and/or ATC approved – Pilot not contacted

**** Complaint not related to noise

N/R Not Required (Complainant does not wish to be called back)

Mode of Flight – “T” Takeoff, “L” Landing, “M” Missed approach, “A” Multiple Approaches, “T & G” Touch and Go’s (pattern), “O” Other

862
January, 2020



CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update:

- “Draft” aviation demand forecasts have been prepared and were coordinated with airport staff on July 5, 2019.
- On-site surveying has been conducted by a Subconsultant for further input in the airfield drainage study.

Upcoming Action Items:

- Coordinate the aviation demand forecasts with the FAA pending airport staff review and comment.
- Evaluation of airfield geometry improvements pending forecast review/FAA approval.
- Recommended airfield drainage enhancements pending the proposed airfield geometry improvements.

Project Percent Complete: The study is 41 percent complete through January 2020.

OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update:

- The “draft” Narrative Report, “draft” ALP Drawing Set, and associated ALP SOP 2.00 Checklist and Exhibit A SOP 3.00 Checklist were submitted to the FAA for review on January 31, 2020.

Upcoming Action Items:

- Per comments received from the FAA, appropriate revisions will be made to the Narrative Report and ALP Drawing Set.
- Final documents will be prepared upon review and approval of the ALP Drawing Set.

Project Percent Complete: The study is 96 percent complete through January 2020.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 20-01)

Status Update:

- N/A for January 2020.

Upcoming Action Items:

- Coordination as needed to follow-up previous items and assist with new items at the direction of airport staff.

Percent Complete: The Annual Consultant Services Contract is 15.8 percent complete through January 2020.

8c1

PROJECT STATUS REPORT
Ventura County, Department of Airports



Prepared by Mead & Hunt, Inc
Revision Date 2020-02-07

Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3138400-181115.01 AEA 18-14 AIP TBD	OXNARD	DESIGN SERVICES PRELIMINARY DESIGN SERVICES FOR THE OXNARD RUNWAY AND TAXIWAY REHABILITATION / RECONSTRUCTION Preliminary design includes topographic survey, geotechnical investigation, and evaluation of preliminary design alternatives.	a) Draft Preliminary Design Concept Report and Preliminary Plans submitted for County review on November 1, 2019.	95%	a) County review of draft deliverable documents. b) County to prepare an amendment for contract change of scope (overall deductive amendment).
3138400-181115.03 AEA 20-05 AIP TBD	OXNARD	DESIGN SERVICES PRELIMINARY SITE INVESTIGATION SERVICES FOR THE OXNARD TAXIWAY F IMPROVEMENTS Preliminary site investigation includes geotechnical investigation and topographic survey for the proposed improvement limits.	a) Field work for geotechnical investigation and topographic survey completed in October. Laboratory analysis for geotechnical investigation underway. Processing of topographic survey analysis complete with deliverables provided to the County on 12-23-2019.	85%	a) Design team to continue performing laboratory analysis of material samples for submission of draft report.
3168900-132415.05 AEA 18-06	CAMARILLO	CONSTRUCTION SERVICES NORTHEAST HANGAR DEVELOPMENT, PHASE 1 Construction of the Phase 1 project, which includes 3 rows of hangars and surrounding pavement/drainage and the extension of water, sewer, and electrical services.	a) Construction commenced on 12-5-19.	36%	a) Continue to perform construction administration and observation for ongoing construction. b) Mead & Hunt prepared draft amendment request for County review on 8-26-19 and provided breakdown of hours to support.
3168900-182312.01 AEA 19-05 AIP - N/A	CAMARILLO	DESIGN SERVICES TAXIWAYS A, E, F, AND RUN-UP AREA PAVEMENT MARKING IMPROVEMENTS Remarking of associated taxiway centerlines, edge markings, and run-up apron markings.	a) Draft plans and specs submitted 10/16/18. b) Updated plans and cost estimate, submitted 3/14/19, reflect additional scope of work and project phasing aligned with County's pavement removal contractor.	75%	a) Mead & Hunt to prepare final contract documents and advise for bidding after receipt of County comments.
3168900-190121.02 AEA 20-03 AIP - N/A	CAMARILLO	CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION Surface treatment and remarking of Taxiway H.	a) Coordinate execution of contract with construction contractor.	5%	a) Coordination for construction kickoff and preconstruction meeting; reviewing project submittals.
2206900-170271.03 AEA 20-02 AIP - N/A	CMA & OXR	DESIGN SERVICES ON-CALL SERVICES (2019-2020) On-call services at the request of the County. Period is effective through June 30, 2020.	a) Contract executed. b) County authorized work for analysis of Oxnard ILS pavement markings. c) Investigate repairs for CMA runway slurry seal delamination. d) Complete OXR and CMA ACIPs	14%	a) Continue preparation of OXR ILS Marking Updates after County confirmation of design extents. b) Discuss repair alternatives with County.

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<p>22069-181879.01 AEA 18-13 AIP - N/A</p>	<p>CMA & OXR</p>	<p>DESIGN SERVICES OXR AND CMA DBE UPDATES (2018-2019)</p> <p>Develop DBE program and goals as well as prepare yearly reports.</p>	<p>a) CMA i) Program submitted and approved. ii) Goal submitted and approved. iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the Queue for FAA approval. iv) Next annual report due in December.</p> <p>b) OXR i) Program submitted to FAA for approval. This report includes both CMA and OXR, and, since CMA is approved, OXR approval should be forthcoming. ii) Goal submitted to FAA for approval. iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the queue for FAA approval. iv) The next annual report is due in December.</p>	<p>56%</p>	<p>a) Assembling year end reporting data for submission/upload to the FAA</p>
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**AIRPORT TENANT
PROJECT STATUS
February 18, 2020**

CAMARILLO

- Proposed CloudNine Development Final Initial Study and Mitigated Negative Declaration (IS/MND) scheduled for the March agenda of the Airport Commission and Authority meetings. A public hearing before the County Board of Supervisors to certify the environmental document tentatively scheduled for March 24, 2020. The Final IS/MND and with responses to public comments (see Appendix D) is available on the Airport project website.

OXNARD

- Golden West landside parking lot and airside ramp seal project to move forward in near future. Golden West to identify new product and how they would like to move forward for Engineer approval.

OTHER

- None

sd

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
NON GRANT PROJECTS**

February 2020

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates			% Compl Design / Const.	Remarks	
					Bid Date	Contract Award	Const Start			
5	CMA 295 Willis HVAC Replacement	\$264,565		County GSA	N/A	N/A	1/6/20	2/20/20	100 / 10	Work has begun and GSA has identified extra work required for HVAC curbs stabilization. Cost proposal pending.
5	CMA TWYs A, E, F, and Run-up Area Pavement Marking Improvements	\$18,285		Mead & Hunt	TBD	TBD	TBD	TBD	75	Airport revising work scope to comply with FAA marking adjustments at TWY A. Other pavement markings due for refresh will be addressed at a later date.
3 & 5	OXR & CMA Disadvantaged Business Enterprise Program Goal Updates and Annual Reports	\$17,985		Mead & Hunt	N/A	8/14/18	N/A	N/A	85	CMA plan submitted and approved. OXR program recently approved. Working on annual accomplishment reports for submission to FAA.
3	OXR PFAS Work Plan & Testing	\$7,950 \$104,531	\$11,882	Ninyo & Moore	N/A	6/6/19	N/A	TBD	100 / 90	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan for later testing to determine if PFAS is present in soil or groundwater. Work plan approved by State Water Board, contract in place for required testing, received FAA 7460 approval. Work nearly complete. Remaining testing to be conducted overnight 3/19/20. Additional work/cost

8e1

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
3	Runway Markings Re-stripe	\$57,376		Super Seal & Stripe	N/A	10/31/19	12/16/19	12/21/19	100 100	authorized due to depth of boring –much deeper than historical records. Faded markings on runway to be refreshed, per Part 139 inspection. All work completed 12/21/19. Closeout paperwork remains.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

CUE – Camarillo Utility Enterprise

8e2

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
FAA GRANT PROJECTS**

February 2020

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236	\$101,792 126,895	Mead & Hunt Toro Enterprises	8/15/17	10/17/17	12/5/19	12/30/20	100	Construction began 12/5/19. Grading and utility work underway. Total construction time allowed is 319 calendar days.
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$147,300		Coffman Assoc.	N/A	1/24/19	N/A	TBD	41	Work underway. Consultant coordinating draft forecasts with Airport. Drainage survey information under consultant review.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$47,640 \$213,351		Mead & Hunt, Maxwell Asphalt	6/25/19	8/15/19	4/27/20	5/8/20	100	Pre-construction meeting scheduled for March 17th. Construction estimated to start 4/27/20.
3	OXR Airport Layout Plan Update	\$246,176		Coffman Assoc.	N/A	10/17/17	N/A	12/30/19	96	Work underway. FAA approved revised forecast on 12/3/19. Draft full ALP set submitted to FAA on 1/31/20 for review and comment.
3	OXR TWY F Site Investigation	\$96,770		Mead & Hunt	N/A	10/17/19	N/A	2/15/20	85	Geotechnical and survey work completed. Laboratory analysis underway (takes several months to process borings and produce report).

8e3

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates			% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start / Const Comp		
3	OXR Preliminary Design for RWY/TWY Rehab./Reconst.	\$264,360		Mead & Hunt	N/A	10/9/18	N/A	11/30/19	Preliminary design report for runway to be finalized soon. Plan to enter into contract modification to separate the runway design work from the taxiway design work to facilitate design discussions with FAA. Taxiway design will be included in a final runway-taxiway design contract.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

8e4

AVIATION ADVISORY COMMISSION

2020

ROTATION LIST

MEETING	MEMBER
JANUARY	GARY JACOBS
FEBRUARY	MAGGIE BIRD
MARCH	NANETTE METZ
APRIL	ROBERT TRIMBORN
MAY	ADRIANA VAN DER GRAAF
JUNE	BRUCE HAMOUS
JULY	BOBBY WILLIAMS
AUGUST	JULIE MINO
SEPTEMBER	STEVE WEISS
OCTOBER	JAMES FLICKINGER
NOVEMBER	GARY JACOBS
DECEMBER	MAGGIE BIRD

IF YOU CANNOT ATTEND ON YOUR APPOINTED MEETING DATE, PLEASE ARRANGE WITH ANOTHER MEMBER TO SUBSTITUTE FOR YOU.

THANK YOU!

8f

**DEPARTMENT OF AIRPORTS
2020 MEETING SCHEDULES**

AAC/CAA/OAA

AVIATION ADVISORY COMMISSION	CAMARILLO & OXNARD AUTHORITIES
January 6	January 9
February 3	February 13
March 2	March 12
April 6	April 9
May 4	May 14
June 1	June 11
July 6	July 9
August 3	August 13
September 8 (DUE TO HOLIDAY)	September 10
October 5	October 8
November 2	November 12
December 7	December 10

The Aviation Advisory Commission meets on the first Monday of the month (exceptions are noted above in yellow highlight) at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo.

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo.

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January 27, 2020

Mr. Kevin Douglass, President
Douglass Design and Build, Inc.
1933 Coventry Ct.
Thousand Oaks, CA 91362

RE: Lease for yard space – Eubanks Road and Aviation Way lot


Dear Kevin:

Attached for your signature are two month to month lease agreements for 7,500 square feet of yard space in the parking lot area located at Eubanks Road and Aviation Way in the Camarillo Airport Business Park.

Please sign on the signature line, and also initial each page where indicated, and return both originals back to me along with the Evidence of Insurance and the security deposit of \$2,531.25. The first month's rent should also accompany the documents, in the amount of \$843.75 and made payable to **County of Ventura Dept. of Airports**.

Thank you for your cooperation and we look forward to working with you.

Sincerely,



Madeline Herrle

Lease Manager

Madeline.Herrle@Ventura.org

805.388.4243

Enclosures

9a

January 29, 2020

Mr. Joe Vacca, Director of Community Development
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

RE: General Plan Amendment & Referral Request – Richard Darling and Oxnard Union
High School District – Change of Skyway Drive property from RE to M-1 Zoning

Dear Mr. Vacca:

The Department of Airports has had several discussions with the developer, Richard Darling, about his proposed development on Skyway Drive, and the County Airports is supportive of the zone change from RE to M-1 as we believe it is consistent with the uses at the Airport Business Park, and support the proposed industrial /warehouse with office plan and design. We do take issue with the characterization of the existing uses as outlined in the General Plan Amendment & Referral Request Application, specifically the "Detailed Description of Proposed changes" describing the existing site features, which omits mention of the existing water tower structure and airport beacon, and Application Review Criteria sections 1.G, 1.I. and 4.A. We had requested that the Application be corrected but it appears this was not done.

The County has used and maintained the water tower structure and airport beacon for decades and the airport beacon is an essential and legally mandated part of airport operations. (14 C.F.R. § 139.311(c)(3)). Until recently substantiated by a surveyor, the County believed that the water tower and its airport beacon were on County owned land. Regardless, the County owns at least a prescriptive easement for the continued maintenance and operation of, and access to, the beacon. The Department of Airports intends for the water tower and beacon to remain in its present location and we are hopeful to work out an agreement with the developer to that goal.

The Department of Airports does not agree with the characterization that a retail use on the corner of Airport Way and Skyway is consistent with existing uses at the Business Park. We look forward to further studies including historic resources study and traffic studies to inform the development's ultimate layout.

961

Mr. Joe Vacca
January 29, 2020
Page two

We have expressed reservations to the developer about a retail use on the corner of Skyway Drive and Airport Way due to the parking demand on surrounding streets, the traffic and congestion it would generate, the affect on several schools' peak traffic stacking periods and the resulting impact on the traffic using this intersection as the main access to the Camarillo Airport. The developer has expressed his willingness to cooperate with the Airports, in considering the use of any of the site for retail.

Thank you for your consideration of the above.

Sincerely,



Madeline Herrle

Lease Manager

Madeline.Herrle@Ventura.org

805.388.4243

Cc: Kip Turner, Director of Airports

962

January 30, 2020

Via Email

Ms. Brenda Perez, Planner
Federal Aviation Administration
Los Angeles Airport District Office

Subject: 5 Year Airport Capital Improvements Plan (ACIP)
CMA – NPIAS NO. 06-0339
OXR – NPIAS NO. 06-0179

Dear Ms. Perez:

In accordance with FAA submission deadlines for Airport ACIPs, please find attached the capital improvement plans for Camarillo and Oxnard Airports. Each plan attempts to balance Federal Aviation Administration grant funding availability with the recommended programming needs of the airport to maintain its facilities as recommended by the Airports' Pavement Management Plans. Should funding become available in any of the 'No Project' years identified in the ACIP, we would ask that you consider accelerating several of the projects identified in the outer years.

Please note that the CIP's include only those projects eligible for federal funding, and will be distributed to the entities listed below:

City of Oxnard
City of Camarillo
SCAG Clearing House
CalTrans
Camarillo and Oxnard Airport Authorities
The Ventura County Board of Supervisors

If you have any questions or we have inadvertently omitted needed information, please don't hesitate to contact me at (805) 388-4205.

Sincerely,



ERIN POWERS
Projects Administrator

c: Kip Turner, Director of Airports
Jeff Leonard, Mead & Hunt
Jim Harris, Coffman Associates

9c

January 31, 2020

Mr. Gregory Peacock
Tactical Communications
473 Post St.
Camarillo, CA 93010

RE: 473 Post St. Camarillo, CA - Tactical Communications lease

Dear Greg:

This is in response to your letter dated January 30, 2020 re: "Lease renewal option".

As provided in your lease, Tactical has two one-year renewal options under the same terms and conditions as the existing lease provisions. Tactical can either 1) exercise the option as outlined in the lease for the one year period, or 2) negotiate a renewal under alternate terms and conditions.

Can you please clarify your intent and Department of Airports will respond accordingly.
Thank you.

Sincerely,



Madeline Herrle
Lease Manager

Madeline.Herrle@Ventura.org
805.388.4243

February 6, 2020

The Adams Companies
Mr. Gary Adams
2602 S. Jacob St.
Gilbert, AZ 85295

**Subject: Notice to Proceed, AEA No. 20-09
INDEPENDENT FEE ESTIMATE for
Design Engineering Services for
Camarillo Airport – Airport Master Plan Update**

Dear Mr. Adams:

This letter is your Notice to Proceed. Exhibit B of the enclosed executed Contract indicates the schedule for completion of the work.

The undersigned has been assigned as Projects Administrator. You are advised to contact her on all matters pertaining to this project.

All correspondence and invoices should be sent to:

Department of Airports
Attn: Ms. Erin Powers
555 Airport Way, Ste. B
Camarillo, CA 93010

All invoices to be paid against this Contract must reference the AE Number shown above. If your Contract is based on hourly rates, personnel time records must be submitted with your invoice.

Sincerely,



Erin Powers
Projects Administrator

Enclosure

c: Accounting
File

9e
COPY

February 7, 2020

Mr. Steve Scaroni
Fresh Harvest
PO Box 1547
Heber, CA 92249

RE: Office lease at 295 Willis Avenue, Suite H-1, Camarillo, CA
Security Deposit

Dear Mr. Scaroni:

Your lease at the Camarillo Business Park expired December 31, 2019. The County inspected the office just prior to the end of the term, and has repairs to make to restore the premises, specifically patching holes in drywall from mounting screws and repainting areas under repair, replacements of several damaged ceiling tiles, change out of simplex locks to passage hardware, replacement of light bulbs which were burned out and light cleaning. The estimate for those repairs was \$1,500.00 as follows:

16 hrs labor, 2 people @ \$25/hr =	\$ 800.00
Materials	\$ 500.00
Locks & hardware for interior doors	<u>\$ 200.00</u>

Total	\$1,500.00
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You had a security deposit of \$6,714.00 so after deduction of the repairs, the County will return your balance security deposit in the amount of \$5,214.00.

Thank you for your tenancy and best wishes.

Sincerely,



Madeline Herrle
Lease Manager

Madeline.Herrle@Ventura.org
805.388.4243

Cc: Accounting

9f

February 7, 2020

Mr. Mark Sullivan
The Law Office of Mark F. Sullivan
2625 Townsgate Rd., Suite 330
Westlake Village, CA 91361

RE: Airport Properties Limited, LLC; Public Records Request dated
January 29, 2020

Dear Mark,

Attached is the cost estimate for fulfilling the records request of your email communication to me dated January 29, 2020 which total \$573.30 (3 requests).

The Department of Airports will process this request upon payment, and the documents will be ready to be picked up within 14 days after such payment is received.

Sincerely,



Madeline Herrle

Lease Manager

Madeline.Herrle@Ventura.org

805.388.4243

Enclosure

99

Oxnard wants to build homeless shelter that's more than just beds

Wendy Leung, Ventura Published 2:25 p.m. PT Feb, 12, 2020



Scott Zimmerman, of Local 805 Southwest Regional Council of Carpenters, helps assemble beds at the K Street homeless shelter in Oxnard last year. The city is looking for a new space to relocate the shelter and has set its sights on Second St. (Photo: ANTHONY PLASCENCIA/THE STAR)

The homeless shelter that Oxnard wants to build will not just be a homeless shelter. It will also be a social services center with apartments.

This is plan B.

Following fierce opposition to a proposal that would have rented space on Saviers Road for a homeless shelter, officials are now eyeing a city-owned property in downtown to build a multi-story center to help the homeless. The proposed site is on Second and B streets, across the street from City Hall and the main library.

The idea is to build a new homeless shelter that will have supportive services and supportive housing. Housing Director Emilio Ramirez said the goal is to have 110 beds for the shelter, approximately two dozen other beds for those who are sick or recuperating and 54 apartment units.

"The intent is to provide a path for a person to go from street to home," Ramirez said.

On Tuesday, the conceptual plan for the new shelter was unveiled during a community meeting at the downtown library. The project would need several stages of approval from the City Council and would also go before the homeless and planning commissions. Council is expected to consider an agreement with the developer of the new shelter some time next month.

10a1

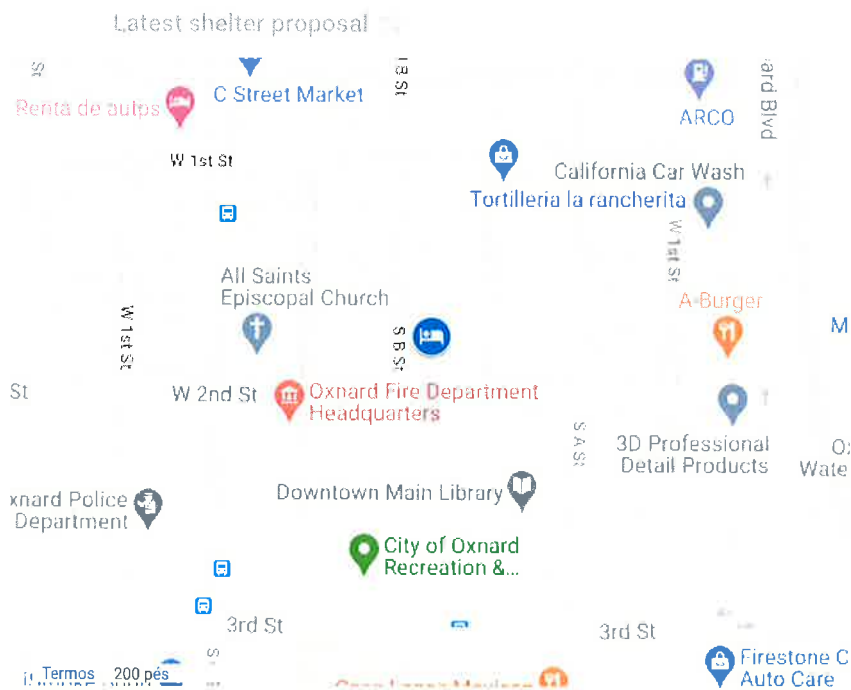


A small transient encampment sits in an empty lot on Meta Street in Downtown Oxnard on Thursday. (Photo: ANTHONY PLASCENCIA/THE STAR)

Currently there is a 110-bed facility on K Street operating year-round as a homeless shelter. But due to its proximity to the Oxnard Airport, the shelter was never considered to be permanent.

In December, the city entered into a five-year lease to rent the former Salvation Army store near the Five Points intersection. Residents and businesses in the area showed up to neighborhood meetings saying the location is already inundated with vagrancy issues and isn't appropriate to house the homeless.

Ramirez said while some people are opposed to the latest plan on Second Street, the "vast majority" of the feedback given so far has been positive.



During the meeting, Irma Lopez, owner of a nearby office building on A Street voiced her opposition to the plans, saying a business and residential neighborhood isn't appropriate for a homeless shelter.

"There are better suited places," she said.

Lopez, who is grieving the death of her husband, former Mayor Manuel Lopez ([/story/news/2020/01/28/manuel-lopez-first-elected-latino-mayor-oxnard-dies/4598855002/](https://www.oxnard.com/story/news/2020/01/28/manuel-lopez-first-elected-latino-mayor-oxnard-dies/4598855002/)), said she felt compelled to speak up to defend the family legacy. The family has owned its building for decades and it was once the optometry office for the former mayor.

10a2

Vagrancy issues have overwhelmed her tenants, Lopez said, and a homeless shelter just isn't the right fit. She said she has witnessed public urination and defecation, graffiti and an overdose death in the parking lot.

Ramirez said like the current shelter, the new facility will be managed by Mercy House, which will have security on site as well security patrolling the neighborhood.

In order for this site to be viable, the city would have to purchase private property adjacent to the city-owned building. The city building has long been vacant and was once used for code enforcement. Although the project is only in the conceptual phase, it is expected to be a multi-story building, perhaps six stories.

Ramirez said the project is expected to cost \$25 million and funding will come from a variety of sources, including the city, county and low-income tax credits for affordable housing. He said the city's contribution would be \$2 million, with some of that coming from sales tax Measure O.

The goal is to have a new homeless shelter up and running in two years. In the meantime, the current shelter will remain open.

"My intent right now is not to have a gap in service," Ramirez said.

Wendy Leung is a staff writer for the Ventura County Star. Reach her at wendy.leung@vcstar.com or 805-437-0339. You can also find her on Twitter @Leung_Wendy (https://twitter.com/Leung_Wendy).

10a3