



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

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

Monday July 11, 2022 7:00 P.M.

DEPARTMENT OF AIRPORTS
ADMINISTRATION OFFICE
CONFERENCE ROOM
555 AIRPORT WAY, SUITE B
CAMARILLO, CA

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e)(1)(A) AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS AND LOCAL HEALTH OFFICER RECOMMENDATION REGARDING SOCIAL DISTANCING, THE AIRPORT ADMINISTRATION CONFERENCE ROOM IS CURRENTLY CLOSED TO THE PUBLIC.

THIS MEETING IS BEING CONDUCTED ELECTRONICALLY. TO FIND OUT HOW YOU MAY ELECTRONICALLY ATTEND THE MEETING AND PROVIDE PUBLIC COMMENT, PLEASE REFER TO THE INSTRUCTIONS BELOW.

1. You may join the meeting via **Zoom**. See last page for detailed instructions about participating in the meeting via Zoom.
2. You may observe the meeting via the **Department of Airports YouTube channel**
https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber
3. Public Comment Options
 - a. **Email** – You may submit your comment, limited to 250 words or less, via email by 6:30 p.m. on Monday, July 11, 2022 to Airport Staff at AirportInfo@ventura.org. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 5). When the Commission reaches your item of interest on the agenda, Airport Staff will read your comment during the time for public comments.
 - b. **Zoom** – You may provide verbal comments during the meeting. See last page for detailed instructions about participating in the meeting via Zoom.

AGENDA

1. CALL to ORDER and PLEDGE of ALLEGIANCE
2. ROLL CALL
3. AGENDA REVIEW
4. APPROVAL of MINUTES – June 6, 2022 (Pages 8-13)
5. PUBLIC COMMENT PERIOD

Comments will be limited to a maximum of three minutes per item. The public comment period is reserved for issues NOT on the agenda.

If you wish to make a public comment on Agenda Item #5, please press the raise hand button, or if you are calling in, press star (*) then 9 to be added to the speaker queue when prompted by the Chair of the Commission.

6. NEW BUSINESS

- A. **Subject: Receive and File an Update Regarding the Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update (Pages 14-17)**

Recommendation:

Receive and file an update regarding the transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update.

- B. **Subject: Consider Adoption of Resolution #13 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act (Pages 18-24)**

Recommendation:

Consider adoption of Resolution #13 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

- C. **Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Sixth Amendment to Lease with Fresh Concepts, Inc. at 325 Durley Ave, Camarillo, California (Pages 25-33)**

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the attached Sixth Amendment to Lease with Fresh Concepts, Inc.

D. Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant Nos. 3-06-0179-041-2022 and 3-06-0339-041-2022, When Offered, in an Estimated Amount of \$795,944 Each, Which Will Provide Funds for a Part 150 Noise Compatibility Study for Oxnard and Camarillo Airports; Authorization for the Director of Airports or Designee, to Apply for, Accept, and Sign for Matching Grants from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificates of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements; and Approval and Award of Consultant Services Contracts to Coffman Associates, Inc., in the Lump Sum Amount of \$770,944, for a Part 150 Noise Compatibility Study for Oxnard Airport, and in the Lump Sum Amount of \$770,944, for a Part 150 Noise Compatibility Study for Camarillo Airport, Conditioned Upon Receipt of Federal Aviation Administration and/or CalTrans Grants Sufficient to Fund No Less than 85 percent of the Study Costs; Authorization for the Director of Airports, or Designee, to Execute the Subject Contracts (Pages 34-185)

Recommendations:

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

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant Nos. 3-06-0179-041-2022 and 3-06-0339-041-2022, when offered, in an estimated amount of \$795,944 each, which will provide funds for a Part 150 Noise Compatibility Study for Oxnard and Camarillo Airports; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for matching grants from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificates of Sponsor's Attorney required by FAA Grant Agreements; and
4. Approval and award of consultant services contracts to Coffman Associates, Inc. (Coffman) in the lump sum amount of \$770,944, for a Part 150 Noise Compatibility Study for Oxnard Airport (Exhibit 1), and in the lump sum amount of \$770,944, for a Part 150 Noise Compatibility Study for Camarillo Airport (Exhibit 2), conditioned upon receipt of Federal Aviation Administration and/or CalTrans grants sufficient to fund no less than 85 percent of the study costs; and
5. Authorization for the Director of Airports, or designee, to execute the subject contracts.

E. Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0179-040-2022, When Offered, in an Estimated Amount of \$9,057,126, Which Will Provide Funds for

the Taxiway Connectors Reconstruction and Relocation of an FAA Powerline at Oxnard Airport; Authorization for the Director of Airports or 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 (Pages 186-219)

Recommendations:

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

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-040-2022, when offered, in an estimated amount of \$9,057,126, which will provide funds for the taxiway connectors reconstruction and relocation of an FAA powerline at Oxnard 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.

F. Subject: Authorization for the Director of Airports or Designee to Award Annual Consulting-Services Contracts for FY 2022-2023 to Coffman Associates, Inc., Aviation, a Woolpert Company, Mead and Hunt, Inc., and The Adams Companies, LLC, and to Issue Work Orders Against These Contracts (Pages 220-226)

Recommendations:

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

1. Authorize the Director of Airports, or his designee, to award annual consulting-services contracts for fiscal year 2022-2023 to the consultants listed in the Annual Consultant Services Contracts Summary (Exhibit 1) using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (an exemplar contract form is attached as Exhibit 2); and
2. Authorize the Director of Airports, or his designee, to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by the Board, and for up to \$200,000 each work order for other services.

G. Subject: Review Draft Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports (Pages 227-232)

Recommendation:

Review draft Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports and provide input to staff.

H. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Master Administrative Agreement between the County of Ventura and the University of Alaska Fairbanks to Establish a Working Relationship for Unmanned Aircraft Systems Related Testing, Research, and Education (Pages 233-239)

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the Master Administrative Agreement between the County of Ventura and the University of Alaska Fairbanks (Exhibit 1), to establish a working relationship for Unmanned Aircraft Systems (UAS) related testing, research, and education.

I. Subject: Receive and File a Presentation on the Wings Over Camarillo Air Show at Camarillo Airport (Page 240)

Recommendation:

Receive and file a presentation on the Wings Over Camarillo Air Show taking place on August 20-21, 2022 at Camarillo Airport.

7. DIRECTOR'S REPORT

8. REPORTS (Pages 241-254)

Report items listed below are presented to the Aviation Advisory Commission for information only, at this time. The report items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

- Monthly Activity Report – May 2022
- Monthly Noise Complaints – May 2022
- Consultant Reports – May 2022
- Airport Tenant Project Status – June 2022
- Project Status – June 2022
- Meeting Calendar

9. CORRESPONDENCE (Pages 255-262)

Correspondence items listed below are presented to the Aviation Advisory Commission for information only, at this time. The correspondence items require no action or are not

ready for the Commission’s consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Letter dated May 31, 2022 from Director Keith Freitas to Greg Ramirez, City of Camarillo re: Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update

Article dated June 10, 2022 re: Plane Crash in Oxnard Field near Camarillo Airport

Letters dated June 17, 2022 from Deputy Director Dave Nafie re: Departures between 12:00am and 5:00am from Camarillo Airport

Letter dated June 24, 2022 from Director Keith Freitas to Jackie Rose, Ventura County Animal Services re: Clear the Shelter Event – August 27, 2022

Letter dated June 27, 2022 from Lease Manager Madeline Herrle to Jeri Rouse Looney, Skyrise, Inc. re: 555 Airport Way, Suite “A”, Camarillo, CA – Office Lease Agreement

10. COMMISSION COMMENTS – Comments by Commission members on matters deemed appropriate.

11. ADJOURNMENT

The next regular Commission meeting will be on Monday, August 1, 2022 at 7:00 p.m. Location to be determined.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT LIA VEGA AT (805) 388-4372. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE DEPARTMENT OF AIRPORTS TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



Webinar Instructions

Public link to Zoom webinar:

<https://us06web.zoom.us/j/811138166066?pwd=Z3o0Nk9DV2hESEhSMW5mQU5MV3grZz09>

Webinar ID: 811 3816 6066
Passcode: 845911
Phone Numbers: 1-669-900-6833
1-253-215-8782

Cell Phone or Computer with Audio (Microphone) Feature: Click on the link above and enter passcode. Enter your name so we may call on you when it is your turn to speak.

The Chairperson will ask if anyone wishes to speak to the item. At that time, raise your hand by clicking the Raise Hand button. Follow the instructions below regarding Speaking.

Computer without Audio (Microphone) Feature: Click on the link above and enter passcode. This will allow you to view and listen to the meeting. In order to speak, follow the instructions below for Telephone.

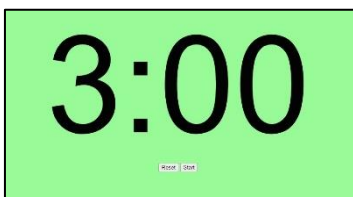
Telephone: You may observe the meeting via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to the meeting through your phone handset.

The Chairperson will ask if anyone wishes to speak to the item. At that time, raise your hand by dialing *9. Follow the instructions below regarding Speaking.

Speaking

When it is your turn to speak, the Chairperson will call your name or the last 4 digits of your phone number if you are calling from a phone, and you will have 3 minutes to speak. Please ensure that all background noise is muted (TV, radio, etc.). You will be prompted to unmute your microphone/phone. Unmute and begin speaking; start by stating your name.

The timer on the screen will count down your 3 minutes. The timer starts green indicating you have 3 minutes; when the time hits 1 minute remaining, the timer will change to yellow; when the 3 minutes have elapsed, the timer will turn red. At that time, your microphone will be muted and we will move onto the next speaker. If you called in on one of the phone lines listed above, you will not be able to see the timer. Instead, you will be prompted when the 3 minutes has begun; when the time hits 1 minute remaining; when the 3 minutes have elapsed.





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AVIATION ADVISORY COMMISSION

MINUTES

June 6, 2022

1. CALL to ORDER and PLEDGE of ALLEGIANCE

Chair, Adriana Van der Graaf, called the meeting to order at 7:00 p.m. and led the pledge of allegiance.

2. ROLL CALL

PRESENT

Adriana Van der Graaf
Bobby Williams
Maggie Bird
Steve Weiss
Steve Tannehill

Excused (E)

Late (L)

AIRPORT STAFF

Keith Freitas, Director
Erin Powers, Projects Administrator
Jamal Ghazaleh, Accounting Manager
Madeline Herrle, Lease Manager
Ana Castro, Program Administrator
Lia Vega, Management Assistant

ABSENT

James Flickinger
Robert Trimborn (E)
Nanette Metz (E)

3. AGENDA REVIEW

No changes to the agenda.

4. APPROVAL OF MINUTES – May 2, 2022 (Regular Meeting) May 23, 2022 (Special Meeting)

Steve Weiss moved to approve the May 2, 2022 regular meeting minutes and Maggie Bird seconded the motion. All Commissioners voted in favor and the motion passed unanimously 4-0 with one abstention by Steve Tannehill.

Steve Weiss moved to approve the May 23, 2022 special meeting minutes and Steve Tannehill seconded the motion. All Commissioners voted in favor and the motion passed unanimously 3-0 with two abstentions by Adriana Van der Graaf and Maggie Bird.

5. **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.

Public comments heard.

6. NEW BUSINESS

- A. **Subject: Consider Adoption of Resolution #12 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act**

Recommendation:

Consider adoption of Resolution #12 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Director Keith Freitas shared that the language “or the next scheduled meeting” had been added to the Resolution so that there would not be a need for a special meeting before the thirty days expires.

Steve Tannehill moved to approve staff’s recommendation and Maggie Bird seconded the motion. All Commissioners voted in favor and the motion passed unanimously 5-0.

B. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Second Amendment to Lease with Channel Islands Aviation, Inc. and the Third Amendment to Lease with Aviation Partners, LLC, for Premises at 305 and 265 Durley Ave, Camarillo, California, to Add a Leasehold Mortgage Provision

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the Second Amendment to the lease with Channel Islands Aviation, Inc. (Exhibit 1) and the Third Amendment to the lease with Aviation Partners, LLC, (Exhibit 2) to add a leasehold mortgage provision.

Lease Manager Madeline Herrle provided staff’s report.

Steve Weiss moved to approve staff’s recommendation and Maggie Bird seconded the motion. All Commissioners voted in favor and the motion passed unanimously 5-0.

C. Subject: Review of Fiscal Year 2022-23 Proposed Budget

Recommendation:

Staff requests that your Commission and Authorities review and comment on the Department of Airports (DOA) proposed FY 2022-23 budget for Camarillo and Oxnard Airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

Director Keith Freitas, Accounting Manager Jamal Ghazaleh, and Projects Administrator Erin Powers reviewed a PowerPoint presentation.

Maggie Bird moved to approve staff's recommendation and Bobby Williams seconded the motion. All others voted in favor and the motion passed unanimously 4-0 with one abstention by Steve Weiss.

7. DIRECTOR'S REPORT

- The Cloud Nine project is underway and they are working on the foundation for the four hangars at Camarillo Airport.
- Commissioner Gary Jacobs has officially resigned from the Aviation Advisory Commission. Mr. Jacobs was appointed by Supervisor LaVere in District 1 and their office will be working on a replacement.
- Jerry Abramson is being considered by Supervisor Huber in District 4 to fill a vacancy on the Commission.
- There has been mention of changing the start time for Commission meetings. If the Commission determines that they would like to discuss changing the time then staff can agendize this matter for a future meeting.
- The Private Hangar Lease Agreement was approved by the Board of Supervisors during their May 24th meeting with a lot of praise for the work that has been done over seven years.
- The department has designated a vendor to perform the service and installation of the security camera system. Staff is working to get the purchase order moving forward, but installation at both airports likely will not begin until the third or fourth quarter of this year due to delays in a supply chain of the actual equipment.
- Airport noise continues to be a priority. The new Public Information Officer is expected to join the department by July. New flight tracking system software is expected to be installed in the third or fourth quarter of this year. The software will help the Public Information Officer identify those folks that are not following the volunteer program and assist in educating them.
- Project Administrator Erin Powers mentioned that staff will find out in the next couple of months whether funding will be provided for a Part 150 Noise Study at both airports.
- Staff received four letters of interest for the solicitation of the five-acre and seven-acre sites at Oxnard Airport. Since multiple letters of interest were received,

staff has moved on to the next phase which requires an RFQ, request for qualifications or request for proposal. This phase will provide detailed information giving staff the ability to rank the individual proposals and move forward.

- Channel Islands Aviation is going through new ownership. They have a company called Sky 805, LLC that purchased stock shares in that company. Changes are expected with the facility, but normal business operations will be maintained and no changes are expected from a customer perspective.
- The Waypoint Café is working with the department to extend their lease. Staff is negotiating with them regarding their lease site so that the Viewport area can reopen to the public.
- Staff is in final discussions with a local car company to park vehicles at Camarillo Airport, basically as storage but this will be a nice revenue source for the airport.
- The fire helicopter Coulson Edison will be re-based at Camarillo Airport starting this month through the end of the year. It will be on call/standby to protect Ventura County.
- Previously some concerns were raised during public comment regarding alleged Brown Act violations by the Commission. County Counsel reviewed the agenda and video recordings relevant to those concerns and they did not find any reportable violations of the Brown Act.

Report was received and filed.

8. REPORTS

Report items listed below are presented to the Aviation Advisory Commission for information only, at this time. The report items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Monthly Activity Report – April 2022
Monthly Noise Complaints – April 2022
Consultant Reports – April 2022
Airport Tenant Project Status – May 2022
Project Status – May 2022
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE

Correspondence items listed below are presented to the Aviation Advisory Commission for information only, at this time. The correspondence items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Article dated April 30, 2022 re: Airport Director Keith Freitas gives overview of Camarillo Airport

10. COMMISSION COMMENTS

Commissioner Steve Weiss commented on the shortcomings in the way the budget was presented as opposed to previous years when there was a budget workshop, and that problems may have been alleviated if a workshop had taken place. Mr. Weiss would like to see an item on next month's agenda to discuss changing the time of the Commission meetings.

Chair Van der Graaf agreed that a discussion about the start time of the meetings should be considered for the next agenda.

Commissioner Steve Tannehill commented that the Commission should be mindful of picking a time that works for the public. Mr. Tannehill thanked Director Freitas and shared how nice it was to hear that the department is moving forward with a new hire that will address noise and work with flight schools including those doing touch and goes. He also mentioned how nice it was to hear that there is progress being made on the new technology.

11. ADJOURNMENT

Steve Weiss moved to adjourn the meeting and Steve Tannehill seconded the motion.

There being no further business, the June 6, 2022 meeting of the Aviation Advisory Commission was adjourned at 8:26 p.m.

KEITH FREITAS, A.A.E., C.A.E.
Administrative Secretary



July 11, 2022

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

Subject: Receive and File an Update Regarding the Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update

Recommendation:

Receive and file an update regarding the transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update.

Discussion:

The Ventura County Department of Airports (Airport) received approval from the Federal Aviation Administration (FAA) to transition the Master Plan Airport Study to an Airport Layout Plan (ALP) Update. An ALP Update will allow the Airport to maintain its current 2010-11 Master Plan, while updating near-term planning goals and bringing the ALP plan set into compliance with FAA standards. The ALP Update assumes there will be no change to the current role of the airport (General Aviation – Reliever) and would continue to operate under the guidance of the Joint Powers Agreement.

Initiating the Master Plan in 2021 revealed the need for the Airport to bolster our noise program and outreach to the community ahead of a full master plan. Transitioning the Master Plan to an ALP Update will help us accomplish the need to plan for projects in the near-term (3-5 years), with a full Master Plan to follow later once other planning elements, like a noise study and an environmental inventory, for Camarillo Airport have been accomplished. The Camarillo Airport ALP Update will focus on updating the existing planning drawings. This will include capturing new improvements required to meet current FAA design standards and demands.

AAC/CAA/OAA

Receive and File an Update Regarding the Transition of the Camarillo Airport

Master Plan to an Airport Layout Plan Update

July 11, 2022

Page 2

Recognizing the importance of communication and transparency, opportunities for the Airport to share the ALP Update with the City and community via public information meetings has also been incorporated into the scope of the ALP Update. Additionally, the Airport shared the FAA-approved change with the City of Camarillo via a letter dated 5/31/2022 (Exhibit 1) and has coordinated with City staff to brief the City Council at its July 13, 2022 City Council meeting.

If you have any questions regarding this item, please call Dave Nafie at 388-4201, or me at 388-4200.



KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

Attachments:

Exhibit 1 – Letter to City of Camarillo dated 5/31/22



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Department of Airports

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May 31, 2022

Mr. Greg Ramirez, City Manager
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

Via email: gramirez@cityofcamarillo.org

RE: Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update

Mr. Ramirez,

We wished to share with the City of Camarillo that the Ventura County Department of Airports (Airport) received approval from the Federal Aviation Administration (FAA) to transition the Master Plan Airport Study to an Airport Layout Plan (ALP) Update. An ALP Update will allow the Airport to maintain its current 2010-11 Master Plan, while updating near-term planning goals and bringing the ALP plan set into compliance with FAA standards. The ALP Update assumes there will be no change to the current role of the airport (General Aviation – Reliever) and would continue to operate consistent with the Joint Powers Agreement.

Initiating the Master Plan in 2021 revealed the need for the Airport to bolster our noise program and outreach to the community ahead of a full master plan. Transitioning the Master Plan to an ALP Update will help us accomplish the need to plan for projects in the near-term (3-5 years), with a full Master Plan to follow later once other planning elements, like a noise study and an environmental inventory, for Camarillo Airport have been accomplished. The Camarillo Airport ALP Update will focus on updating the existing planning drawings. This will include capturing new improvements required to meet current FAA design standards and demands.

Recognizing the importance of communication and transparency, opportunities for the Airport to share the ALP Update with the City and community via public information meetings has also been incorporated into the scope of the ALP Update. I would also be happy to attend an upcoming meeting to brief the Camarillo City Council if you believe that would be helpful.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

EXHIBIT 1

CC: Kelly Long, Ventura County District 3 Supervisor
Carmen Ramirez, Ventura County District 5 Supervisor
Dr. Sevet Johnson, Ventura County Interim County Executive Officer
Shawn Mulchay, Mayor City of Camarillo
Susan Santangelo, Vice Mayor City of Camarillo



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July 11, 2022

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

Subject: Consider Adoption of Resolution #13 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act

Recommendation:

Consider adoption of Resolution #13 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

In the time that has elapsed since your June 6, 2022 meeting, COVID hospitalization rates have increased moderately with corresponding increases in case and positivity rates in the County. Public Health continues to monitor conditions and although the statewide health order regarding indoor masking has been lifted, masks are strongly recommended to be worn indoors by the California Department of Public Health. The public health situation remains stable, and the Centers for Disease Control and Prevention ("CDC") indicate that the community transmission level is "medium" in Ventura County, the CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19."

Background:

Governor Gavin Newsom signed Assembly Bill 361 ("AB 361") into law on September 16, 2021. AB 361 is an urgency measure effective immediately that authorizes legislative

bodies to meet remotely in any of three circumstances, as set forth in Government Code section 54953, subdivision (e):

- “The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.” (Gov. Code, § 54953(e)(1)(A).)
- “The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” (Gov. Code, § 54953(e)(1)(B).)
- “The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” (Gov. Code, § 54953(e)(1)(C).)

Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020. Dr. Robert Levin, Ventura County Health Officer, issued a recommendation regarding social distancing and continued remote meetings of legislative bodies on November 15, 2021 (Exhibit 2). Dr. Levin’s recommendation states in part, “I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.” The Governor’s Proclamation of State of Emergency and Dr. Levin’s recommendation remain in place.

Airport staff ensures that all virtual meetings are held in compliance with the Government Code as it relates to posting requirements, public accessibility to the meeting, and public comments. Although your Commission, as a legislative body in the County, may continue to meet virtually, to do so, your Commission must now make the following findings by majority vote every 30 days, or until the Commission’s next regularly scheduled meeting:

- Your Commission has reconsidered the circumstances of the state of emergency, and
- One or both of the following circumstances exist:
 - The state of emergency continues to directly impact the ability of your Commission’s members to meet safely in person, or
 - State or local officials continue to impose or recommend measures to promote social distancing. (Gov. Code, § 54953(e)(3).)

Attached for consideration is Resolution #13, that if adopted, authorizes your Commission to meet remotely for a 30-day period, or until the Commission's next regularly scheduled meeting.

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

A handwritten signature in blue ink, appearing to read 'Keith Freitas', written in a cursive style.

KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

Attachments:

Exhibit 1 – Resolution #13

Exhibit 2 – Letter from Dr. Robert Levin dated November 15, 2021

RESOLUTION #13 OF THE AVIATION ADVISORY COMMISSION AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE AVIATION ADVISORY COMMISSION PURSUANT TO GOVERNMENT CODE SECTION 54953, SUBDIVISION (e), OF THE RALPH M. BROWN ACT

WHEREAS, the County of Ventura (“County”) is committed to preserving and nurturing public access and participation in meetings of the Aviation Advisory Commission (“Commission”);

WHEREAS, Government Code section 54953, subdivision (e), of the Brown Act, authorizes the legislative body of a local agency to use remote teleconferencing in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions;

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

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing;

WHEREAS, such conditions now exist in Ventura County, specifically, Governor Gavin Newsom declared a state of emergency in response to the COVID-19 pandemic on March 4, 2020 (“State of Emergency”);

WHEREAS, on September 21, 2021 and November 15, 2021, Dr. Robert Levin, Ventura County Health Officer, issued recommendations to continue practicing social distancing measures throughout Ventura County communities, including to continue to implement 100 percent remote meetings of all legislative bodies in Ventura County, to prevent and minimize the spread of COVID-19 (“Recommendation to Promote Social Distancing”);

WHEREAS, on October 4, 2021, November 1, 2021, November 15, 2021, December 6, 2021, January 3, 2022, January 31, 2022, February 7, 2022, March 7, 2022, April 4, 2022, May 2, 2022, May 23, 2022, and June 6, 2022, the Commission considered the circumstances of the State of Emergency and Dr. Levin’s Recommendation to Promote Social Distancing and resolved to continue remote teleconference meetings for thirty days, or until the Commission’s next regularly scheduled meeting;

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) indicate that the community transmission level is “medium,” the CDC also explains that “some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19”;

EXHIBIT 1

WHEREAS, the Commission does hereby find that it has reconsidered the circumstances of the State of Emergency, the State of Emergency remains active and continues to directly impact the ability of its members and attendees to meet safely in person, and that the Ventura County Health Officer, Dr. Robert Levin, continues to recommend measures to promote social distancing to minimize the spread of COVID-19 including that all legislative bodies in Ventura County continue to meet remotely, as further explained in his Recommendation to Promote Social Distancing, which has not been rescinded and remains in effect;

WHEREAS, the Commission does hereby find that it shall conduct its meetings without compliance with Government Code section 54953, subdivision (b)(3), as authorized by subdivision (e), of Government Code section 54953, and that the Commission shall comply with the requirements set forth in Government Code section 54953, subdivision (e)(2); and

NOW, THEREFORE, BE IT RESOLVED, by the Commission as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. Staff supporting the Commission are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings of the Commission in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

Section 3. This Resolution shall take effect immediately upon its adoption and shall be effective until August 10, 2022 or until the Commission's next regularly scheduled meeting after August 10, 2022 and at such meeting the Commission adopts a subsequent resolution in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the Commission may continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3).

Upon motion of Commissioner _____, seconded by Commissioner _____, and duly carried, the Aviation Advisory Commission hereby adopts this resolution on this _____ day of _____, 2022.

Adriana Van der Graaf, Chair
Aviation Advisory Commission

To: Board of Supervisors
County Executive Office
Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

Re: Recommendation regarding Social Distancing and Continued Remote Meetings of
Legislative Bodies

I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.

The California Department of Public Health ("CDPH") and the Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>). While the Delta variant is the currently circulating variant, the Delta-2 variant, its likely successor, is 10 to 15% more transmissible. Current case and hospitalization rates have remained stubbornly higher than they were in the days leading up to the most recent surge. In some counties in our state, these rates are starting to climb again. We are facing the winter holidays and the opportunities these holidays present to promote transmission of COVID-19 infection. The winter season and its associated cold weather drives people indoors and provides another opportunity to spread the highly transmissible COVID-19 virus. Associated with these events last year our county experienced a surge in COVID-19 cases.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease's spread. Remote meetings of legislative bodies in the County, including but not limited to the Board of Supervisors are a recommended form of social distancing that allows for the participation of the community, county staff, presenters, and legislative body members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in the County continue to implement 100% remote meetings. Just as it is likely that the current County order requiring the use of face coverings indoors will be in place beyond the first of the year,

though driven by good intentions, lifting the remote meetings policy at this time would be premature.

If you have any questions regarding this recommendation, please do not hesitate to contact me.



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

July 11, 2022

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

Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Sixth Amendment to Lease with Fresh Concepts, Inc. at 325 Durley Ave, Camarillo, California

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the attached Sixth Amendment to Lease with Fresh Concepts, Inc.

Fiscal/Mandates Impact:

Due to the fact the tenant pays percentage rent which exceeds the minimum rent there will be no change to the projected income from this tenant for FY 22/23. Change in remaining options to renew from three 5-year options to four 5-year options.

Discussion:

Fresh Concepts, Inc. (Waypoint Café) has been a tenant at the Camarillo Airport since 2008, operating under an original lease from 1993 with McCarthy's Food Shops which was assigned to Fresh Concepts. Since 2008 the lease was amended three times. The tenant now wishes to further amend to the lease to 1) provide one additional option to extend the lease, 2) vacate a portion of the Viewport "runway" which was used during Covid for additional seating, 3) require additional capital investment by the tenant, and 4) modify the percentage rental structure from the existing lease requirements.

AAC/CAA
Sixth Amendment to Lease with Fresh Concepts, Inc.
July 11, 2022
Page 2

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4200.

A handwritten signature in blue ink, appearing to read 'Keith Freitas', written in a cursive style.

KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

Attachments:

Exhibit 1 – Sixth Amendment to Lease agreement with Fresh Concepts, Inc.

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
SIXTH AMENDMENT TO LEASE
FRESH CONCEPTS, LLC**

1
2 This Sixth Amendment ("Amendment") is made and entered into by and between
3 COUNTY OF VENTURA ("County"), and Fresh Concepts, LLC ("Tenant").
4

5 On September 14, 1993, County and McCarthy's Food Shops Inc. entered into a
6 five-year lease with two optional five-year extension periods ("Primary Lease") for certain
7 property at the Camarillo Airport (the "Premises"), more particularly described in the
8 Primary Lease.
9

10 The Primary Lease was first amended on October 3, 1995, to add two five-year
11 option periods to the Primary Lease, for a total of four five-year option periods ("First
12 Amendment").
13

14 The Primary Lease was again amended on November 6, 2002, to adjust the
15 parcel size and to add a three-year option period to the four five-year option periods
16 ("Second Amendment").
17

18 Tenant assumed the Lease from McCarthy's Food Shops Inc. on May 29, 2008.
19

20 The Primary Lease was again amended on November 5, 2010, to add two five-
21 year option periods (for a total of six five-year option periods and one three-year option
22 period) and maintenance responsibilities ("Third Amendment").
23

24 The Primary Lease was again amended on December 6, 2017 to add two
25 additional options for five years and remove the three year option for a total of eight five-
26 year option periods ("Fourth Amendment")
27

28 The Primary Lease was again amended on September 30, 2020 to modify the
29 size of the exterior patio area ("Fifth Amendment").
30

31 The Primary Lease, the First Amendment, the Second Amendment, the Third
32 Amendment, the Fourth Amendment and the Fifth Amendment constitute the "Lease",
33

34 County and Tenant wish to amend the Lease to 1) restore to County certain area
35 granted Tenant in the Fifth Amendment and reestablish a new Premises description; 2)
36 provide one additional five-year extension option; 3) modify the percentage rent
37 thresholds for food and alcohol, and 4) require additional capital improvements to be
38 made by Tenant.
39

40 In consideration of the mutual promises herein contained and for good and
41 valuable consideration, the receipt and sufficiency of which are hereby acknowledged by
42 the parties, County and Tenant agree as follows:
43

- 44 1. **AMENDMENT CONTROLLING.** County and Tenant hereby acknowledge and
45 reaffirm all their respective rights, duties and obligations under the Lease, and
46 the Lease continues in full force and effect except as explicitly modified by this
47 Amendment. Should anything in this Amendment conflict with anything in the
48 Lease, the terms of this Amendment shall control.
49

EXHIBIT 1

INITIALS: _____ / _____
Tenant / County .

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
SIXTH AMENDMENT TO LEASE
FRESH CONCEPTS, LLC**

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2. **Paragraph I. Property Leased** is deleted in its entirety and replaced with the following:

County hereby leases to Tenant and Tenant hereby rents from County the property, (Premises), located on the Camarillo Airport (Airport). The Premises are described as follows:

Approximately 2,400 square feet of building area, approximately 1,350 square feet of patio area, and approximately 3,540 square feet of lawn/improved area located at 325 Durley Ave., Camarillo, California.

The Premises are more particularly shown on Exhibit "A" which is attached hereto and made a part hereof by reference.

3. **Paragraph II. Term and Option:** The subparagraph labeled "B. Option" is modified to add the following: Tenant has exercised five options to renew the lease and the current term is due to expire April 30, 2024, with three options remaining, each for five years.

One additional five-year option is hereby added. If all options (as modified herein) are hereafter exercised, the lease term will expire on April 30, 2044.

4. **Paragraph VI. B. Percentage Rent:** This Section is deleted and replaced with the following:

Paragraph VI. B. Percentage Rent.

B. PERCENTAGE RENT.

1. In addition to the Minimum Rent, Tenant shall report its Gross Receipts and pay monthly in arrears by the last day of the following month a Percentage Rent, calculated as the amount by which the total of the below percentages of the previous month's Gross Receipts exceed the Minimum Rent, as described herein.

Percentage of Gross Receipts:

4% of Gross Receipts from sale of all food and non-alcoholic beverages

6% of Gross Receipts from sale of alcoholic beverages

6% of all other Gross Receipts.

2. Gross Receipts are the gross income derived, received, or charged by Tenant for sales, charges for services, for the use of space made in or on the Premises, or from any and all sources of income derived in whole or in part from any business transacted in, at, or from the Premises, whether from customers or otherwise, whether for cash, on credit, or for other consideration, and in cases of sales or charges on credit, whether or not payment is actually made. Gross Receipts shall include without limitation all:

a. Deposits not refunded;

b. Orders taken on or from the leased Premises to be filled or paid for

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
SIXTH AMENDMENT TO LEASE
FRESH CONCEPTS, LLC**

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- elsewhere;
- c. Sales or charges for all services performed, whether such sales are made or such services are rendered at or arranged through the occupied space at the Premises by long distance communication and whether initiated, performed, or completed at another location;
 - d. Consideration received by tenant directly from customers, and any other payment or reimbursement relative to occupancy or use of the Premises. Each sale or charge for service or use of space on credit or in installments shall be treated as a sale or charge for the whole price in the month for which the sale or charge is made, regardless of whether any payments are made within that calendar quarter.
3. For purposes of reporting and of calculating Percentage Rent, Tenant may exclude or deduct from Gross Receipts the following matters only, at the time they are ascertained, and where not ascertainable during the calendar quarter period covered by a statement of Gross Receipts, then from the time of a subsequent statement when they are known:
- a. Gratuities such as "tips" retained by employees of Tenant for their personal benefit;
 - b. All sums collected and paid out for sales taxes, luxury taxes, excise taxes, and similar taxes required by law to be added to the total purchase price, whether now or hereafter in force, to be collected from customers and paid by Tenant;
 - c. Merchandise transferred or exchanged between other stores or warehouses owned by or affiliated with Tenant if such transfers or exchanges were made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale previously made at, on, or from the leased Premises or for the purpose of depriving the County of the percentage of Gross Receipts of a sale that otherwise would be made at, on, or from the leased Premises;
 - d. Merchandise returned to shippers or manufacturers;
 - e. All refunds made on any sale or charge for service or use of space previously included as Gross Receipts;
 - f. All cash or credit received in settlement of any claims for loss or damage;
 - h. Gift certificates or like vouchers, if not issued for value, until the time they have been converted into a sale by redemption;
 - i. Bulk sales made by Tenant not in the ordinary course of business and subject to prior written approval of the County; and
 - j. Any income or receipts, under generally acceptable accounting principles, which are derived from the sale or disposal of any capital assets (excluding any assets normally sold in the course of business conducted on the Premises) or from the retirement of any indebtedness, or from Tenant's investments of any funds not invested in the Premises or the operation of Tenant's business on the Premises.

None of the above exclusions or deductions from Gross Receipts may be excluded or deducted if the transaction in question is in substance a typical sale, charge for service, or other source of gross income which would otherwise be

INITIALS: / .
Tenant / County .

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
SIXTH AMENDMENT TO LEASE
FRESH CONCEPTS, LLC**

1 subject to Percentage Rent, but which Tenant has structured with the purpose to
2 avoid such Percentage Rent, or if the transaction in question was conducted for
3 the benefit of the business operated on the Premises, even though actually
4 conducted elsewhere, if the transaction would have been the subject of
5 Percentage Rent if conducted in, at, or from the Premises.
6

7 The acceptance by County of any statement of Gross Receipts made by Tenant
8 as herein provided shall not preclude County from thereafter questioning the
9 accuracy or completeness thereof. If County finds that any such statement is
10 inaccurate or incomplete, County will make adjustments in accordance with the
11 true Gross Receipts for that month, and, upon notice of such adjustments,
12 Tenant must forthwith pay any additional Percentage Rent due based on such
13 adjustments.
14

15 4. FINANCIAL REPORTS. To insure complete and timely receipts of rents
16 (Minimum and Percentage Rent, unadjusted and adjusted) by County from
17 Tenant during the term of this Agreement, Tenant shall install and maintain a
18 system of accounts and records for the business conducted at, on, and from
19 the leased Premises and shall keep true accurate and complete accounts and
20 records and shall require its concessionaires and licensees to do the same as
21 is required to be done by Tenant.
22

23 5. BUSINESS RECORDS. Tenant shall install and maintain a system of accounts
24 and records that conforms to generally accepted accounting principles
25 ("GAAP").
26

27 a. Source Documents. The business records must be supported by source
28 documents such as sales slips, unbilled accounting documents, ledgers,
29 bank deposit receipts, sales tax returns, cash register tapes, sales books,
30 bank books, purchase invoices, and other records and documents
31 reasonably necessary to verify the Gross Receipts reported by Tenant. All
32 retail sales and charges shall be properly documented and recorded
33 promptly by means of cash registers or other comparable devices which
34 display to the customer the amount of the transaction and automatically
35 issue a receipt, or by an alternate method acceptable to County. The
36 registers shall be equipped with devices which lock in the sales totals and
37 other transaction records, or with counters which are not resettable and
38 which record transaction numbers and sales details. Totals registered shall
39 be read and recorded at the beginning of each business day. For
40 transactions not recorded by means of cash registers or other comparable
41 devices, Tenant shall issue serially numbered tickets or invoices for each
42 such transaction and shall keep adequate records of such tickets or
43 invoices both issued and unissued.

44 b. Location of Records. All records required to be kept by this Lease shall be
45 kept and maintained within seventy-five (75) miles of the County
46 Government Center, County of Ventura, and all such records shall be kept
47 and maintained for not less than three years after delivery of the required
48 annual reports for such year unless the written approval of the Auditor be
49 first obtained, provided, however, that Tenant may at reasonable times

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
SIXTH AMENDMENT TO LEASE
FRESH CONCEPTS, LLC**

1 remove any or all the records for legal or accounting purposes or for other
2 purposes promotive of and consistent with these provisions and this Lease.

3 c. County's Access to Records. County and its officers, agents, and
4 employees, shall have the right, at any reasonable time and from time to
5 time after giving reasonable notice to do any or all of the following:

6 to audit the records;

7 to cause an audit of the records to be made;

8 to make abstracts from the records;

9 to make copies of any or all of the records;

10 to examine any or all licenses, and concession agreements;

11 to make copies of any or all licenses, concession agreements, and other
12 appropriate documents;

13 to examine and make copies of Tenant's articles of incorporation, bylaws,
14 partnership agreement, list of shareholders and any other documents
15 pertinent to determining the form of an ownership in Tenant and any
16 amendments to any of such documents; and

17 to examine and make copies of sales tax reports.

18
19 Tenant shall make all records specified in the notice available at the time
20 specified in the notice, if reasonable, and at the place where the records
21 are to be kept, provided, however, that County may remove any or all
22 records to a place or places reasonable for the purpose.

23
24 6. Understatement of Gross Receipts. If the examination and audit of the records
25 of Tenant by County discloses that the Gross Receipts were understated by
26 more than five percent (5%) for the period covered by such audit, the full cost
27 of the audit, as determined by the Auditor, shall be paid by Tenant within thirty
28 (30) days after written demand and Tenant shall immediately pay the
29 additional Percentage Rent due, of any, plus interest any, plus interest at the
30 then legal rate in the State of California from the date when such percentage
31 rent was due. Otherwise, County shall bear the cost of such audits. Such
32 payment by Tenant shall be without prejudice to the right of Tenant to recover
33 back the amounts of such payments to the extent that the same are
34 unwarranted and were not due from Tenant to County. Tenant must provide
35 County notice of any such claim within 60 days after such payment in the
36 manner provided in this Agreement for default or breach of the Agreement.

37
38 5. **Paragraph VI. C. Payment of Rent** shall be deleted in its entirety and replaced
39 with the following:

40
41 C. Minimum Monthly Rent shall be payable, in advance, on the first day of each
42 month. Percentage Rent shall be due and payable as outlined in Section B.1,
43 above.

44
45 6. **Paragraph VIII. Alterations by Tenant:** *Insert the following, after subparagraph*
46 *A1:*

47 A.2. As consideration for the additional extension option period provided by the
48 Sixth Amendment to this Agreement, within twenty four (24) months from the
49 date of that Sixth Amendment, Tenant shall invest a minimum amount of

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
SIXTH AMENDMENT TO LEASE
FRESH CONCEPTS, LLC**

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\$200,000 dollars to improve the leased Premises. Tenant improvements must include but are not limited to: construction of a pergola for outdoor seating area and removal of any temporary tent structures.

7. **ENTIRE AGREEMENT.** This Amendment, together with the Lease, contains the entire agreement between County and Tenant with respect to the matters herein and both parties acknowledge that neither relies upon any statements or representations by the other not contained herein.

This Amendment may be modified only in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on:

COUNTY OF VENTURA

Dated: _____

Director of Airports

FRESH CONCEPTS, LLC

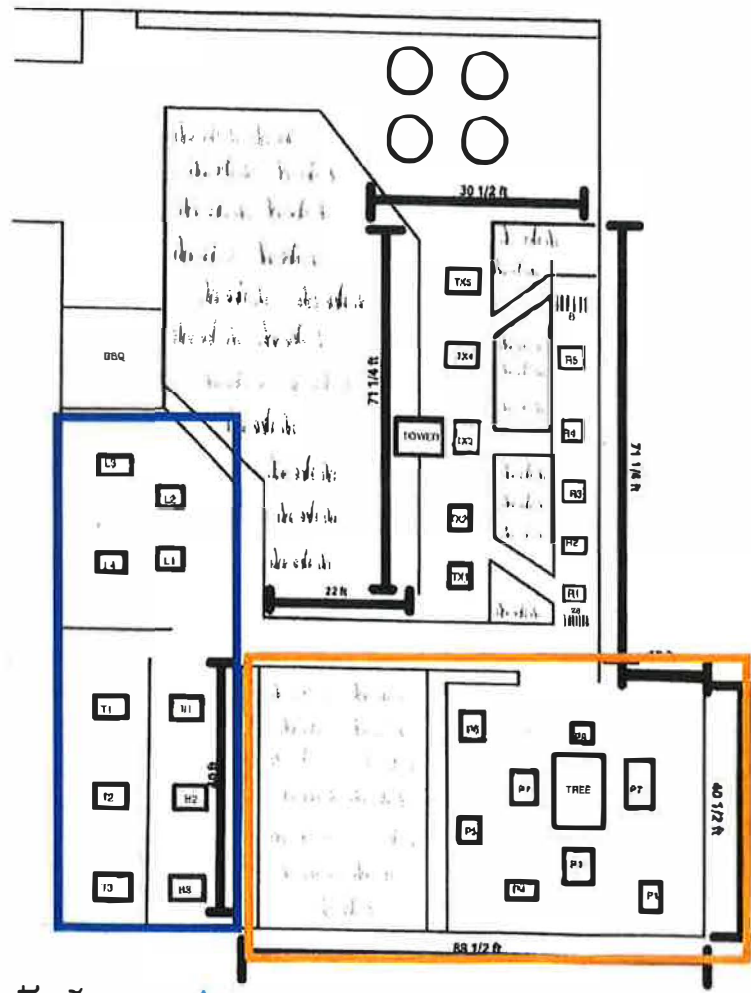
Dated: _____

"Tenant"

Dated: _____

"Tenant"

EXHIBIT "A"



AIRFIELD

Restaurant
2,400 SF &
1,350 SF
Patio

"Lawn &
Improved
Area"
Approx
40' X 88.5'
= 3,540 SF



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

July 11, 2022

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

Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant Nos. 3-06-0179-041-2022 and 3-06-0339-041-2022, When Offered, in an Estimated Amount of \$795,944 Each, Which Will Provide Funds for a Part 150 Noise Compatibility Study for Oxnard and Camarillo Airports; Authorization for the Director of Airports or Designee, to Apply for, Accept, and Sign for Matching Grants from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificates of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements; and Approval and Award of Consultant Services Contracts to Coffman Associates, Inc., in the Lump Sum Amount of \$770,944, for a Part 150 Noise Compatibility Study for Oxnard Airport, and in the Lump Sum Amount of \$770,944, for a Part 150 Noise Compatibility Study for Camarillo Airport, Conditioned Upon Receipt of Federal Aviation Administration and/or CalTrans Grants Sufficient to Fund No Less than 85 percent of the Study Costs; Authorization for the Director of Airports, or Designee, to Execute the Subject Contracts

Recommendations:

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

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant Nos. 3-06-0179-041-2022 and 3-06-0339-041-2022, when offered, in an estimated amount of \$795,944 each, which will provide funds for a Part 150 Noise Compatibility Study for Oxnard and Camarillo Airports; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for matching grants from Caltrans, if offered; and

3. Authorize County Counsel to execute the Certificates of Sponsor's Attorney required by FAA Grant Agreements; and
4. Approval and award of consultant services contracts to Coffman Associates, Inc. (Coffman) in the lump sum amount of \$770,944, for a Part 150 Noise Compatibility Study for Oxnard Airport (Exhibit 1), and in the lump sum amount of \$770,944, for a Part 150 Noise Compatibility Study for Camarillo Airport (Exhibit 2), conditioned upon receipt of Federal Aviation Administration and/or CalTrans grants sufficient to fund no less than 85 percent of the study costs; and
5. Authorization for the Director of Airports, or designee, to execute the subject contracts.

Fiscal/Mandates Impact:

Mandatory: *No*

Source of funding: *Federal Aviation Administration (90%)
 Caltrans (up to 4.5%)*

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

Impact on other departments: *None*

<u>Summary of Revenue and Project Costs</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>
Revenue (Federal – FAA)	\$ 945,582*	\$ 487,118*
(State – Caltrans)	\$ 0*	\$ 71,634*
Direct Costs	<u>\$ 1,050,646</u>	<u>\$ 541,242</u>
Net Cost – Airport Enterprise Fund	<u>\$ 57,786</u>	<u>\$ 29,786</u>

**Estimated Total Grant Amount. Actual grant amount will be dependent upon FAA and Caltrans available funding at time of award.*

Current Fiscal Year Budget Projection:

FY 2022-23 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$11,782,232	\$11,782,232	\$11,782,232	\$0
Revenue	8,940,205	8,940,205	8,940,205	0
Net Cost	\$ 2,842,027	\$ 2,842,027	\$ 2,842,027	\$0

Sufficient revenue and appropriations are available in the FY 22-23 capital budget.

Discussion:

Grant Acceptance

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

In anticipation of the FAA's deadline for grant award, the Board's meeting schedule, and the anticipated study schedule, staff requests that the DOA be authorized to accept FAA and Caltrans grants when offered, in an estimated amount, for the noise study projects described below.

While the grant agreements for Grant Nos. 3-06-0179-041-2022 and 3-06-0339-041-2022 are not presently available, it is anticipated that the grant agreements will be similar to prior FAA grant agreements approved by the Board (2019 FAA Grant Agreement Example, Exhibit 3). These grant agreements require an executed Certificate of Sponsor's Attorney. Therefore, the Board 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.

Award of Contract

Coffman, was selected through a request for qualifications selection process in December 2020 as the Airports Consultant for a five (5) year term, which complies with the guidelines of the Federal Aviation Administration (FAA) Advisory Circular 150/51000-14D, and in accordance with the consultant selection process adopted by the Board on November 3, 1998. Although Coffman was selected as the Airport's Consultant for a five (5) term, each contract awarded during that period must be negotiated individually. Those contracts exceeding \$200,000 must be approved and awarded by the Board.

These contracts are for consultant services for Part 150 Noise Compatibility Studies at the Oxnard and Camarillo Airports, which is anticipated to be funded in part by the FAA under Airport Improvement Grants and a matching Caltrans Grant. The FAA has recently indicated that it may be ready to offer a grant for the two studies before the end of the federal fiscal year. 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 award contracts for the noise compatibility studies, conditioned upon receipt of the anticipated grants indicated above sufficient to fund no less than 85 percent of the project costs.

The projects have been programmed by the FAA under the FAA's Airport Improvement Program. Caltrans will fund a matching grant for up to 5% of the federal funds through the California Department of Transportation matching grant program. Caltrans' match of federal funds equates to up to 4.5% of the total project cost. The balance of the project funding will be borne by the Airport Enterprise Fund.

The project is comprised of the following elements:

Oxnard and Camarillo Noise Compatibility Studies

The objective of the Noise Compatibility Studies is to provide the Department of Airports, surrounding communities, and public officials with a document outlining the baseline noise conditions and a plan to address noise related impacts in the vicinity of the airport. The Noise Compatibility Studies will be prepared under the guidelines of 14 CFR Part 150 "Airport Noise Compatibility Planning." Coordination between the Sponsor, the local agencies, the State of California, the 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 noise abatement, noise mitigation, and land use planning.

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

A handwritten signature in blue ink, appearing to read 'Keith Freitas', is positioned above the printed name and title.

KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

Attachments:

- Exhibit 1 – Consultant Contract for OXR Noise Study
- Exhibit 2 – Consultant Contract for CMA Noise Study
- Exhibit 3 – 2019 FAA Grant Agreement Example

**CONSULTING SERVICES CONTRACT
AEA No. 22-07
Oxnard Airport – PART 150 NOISE COMPATIBILITY STUDY**

This is a Contract, made and entered into this July ____, 2022, by and between the County of Ventura, hereinafter referred to as COUNTY, and Coffman Associates, Inc., 4835 E. Cactus Road, Ste. 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

EXHIBIT 1

**AEA 22-07
CONTRACT**

CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

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.

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, shall be at user's sole risk."

**AEA 22-07
CONTRACT**

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 is 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.

**AEA 22-07
CONTRACT**

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 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.

**AEA 22-07
CONTRACT**

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: _____

Keith Freitas, Director of Airports

EXHIBIT A

**Scope of Services
Part 150 Noise Compatibility Study**

PROJECT BACKGROUND

The objective of the Noise Compatibility Study is to provide the Ventura County (Sponsor), surrounding communities, and public officials with a document outlining the baseline noise conditions and a plan to address noise related impacts in the vicinity of the airport. The Noise Compatibility Study Update will be prepared under the guidelines of 14 CFR Part 150 "Airport Noise Compatibility Planning." Coordination between the Sponsor, the local agencies, the State of California, the Federal Aviation Administration (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 noise abatement, noise mitigation, and land use planning.

DESCRIPTION

This scope of services for Oxnard Airport has been prepared to provide a detailed element and task description of the study efforts which includes Element 1, Element 2 and Optional Tasks, which are described in more detail below:

**ELEMENT I – PREPARATION OF THE 14 CFR
PART 150 STUDY DOCUMENTATION**

TASK I-1 – INITIATION

Task I-1.1 – Prepare Work Scope and Budget

Description: Detailed descriptions of each item of work required for completion of the Noise Compatibility Study will be prepared. The product of each task will be stipulated, and the specific responsibilities of each party addressed. Each task will be evaluated to estimate the number of person-days necessary to accomplish the work efforts and will be 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 be estimated.

Responsibilities:

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

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

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

Task I-1.2 – Prepare Study Workbooks

Description: Notebooks will be provided for public outreach purposed during the study. A standard three-ring notebook will be used with a format designed to allow working papers to be inserted as the study progresses. Three (3) English and three (3) Spanish versions of the notebook will be prepared.

Responsibilities:

Consultant: Coffman Associates will design and print workbooks for the Sponsor.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment prior to distribution.

Product: Workbooks in sufficient number to meet study requirements. Up to six (6) copies are budgeted.

Task I-1.3 – Prepare Technical Information Papers

Description: Provide up to six (6) copies of detailed Technical Information Papers (TIPs). English and Spanish versions will be prepared. These papers have been organized and written by the consultant to provide basic technical information about noise and related issues. The TIPs will be distributed to all Planning Advisory Committee (PAC) members for their use in better understanding detailed technical

elements of evaluating noise impacts and planning methods of mitigating those impacts.

Responsibilities:

Consultant: Coffman Associates will print and distribute Technical Information Papers (TIPs).

Sponsor: None.

Product: Up to three (3) English and three (3) Spanish hard copies of the Technical Information Papers will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-2 – INVENTORY OF EXISTING CONDITIONS

Task I-2.1 – Secure Baseline Data and Documents

Description: Information on existing and future land use planning documents, zoning ordinances, subdivision regulations, building codes, and capital improvement programs will be secured for each government entity in the airport area through an examination of local documents and publications, interviews with local planning agencies and other appropriate personnel, and on-site inspection. In addition to obtaining land use planning information, socioeconomic data and forecasts will be assembled through consultations with local governments and planning agencies. Particular emphasis will be on data shedding light on the existing distribution and density of population in the study area and potential trends in population distribution and density. Population and housing data and forecasts will be collected for the smallest geographical area for which they are available.

Interviews will be conducted with airport officials, Oxnard Airport traffic control tower staff, aircraft operators, aviation users, and FAA personnel. This information will be used to describe the range of services and operations at the airport. Coffman Associates will develop a complete description of air traffic control and airspace at the airport and surrounding area. Particular emphasis will be given to the relationship of air traffic control procedures to potential noise abatement alternatives to be developed in the study.

In addition to obtaining information essential for preparation of a 14 CFR Part 150 Study, these interviews with land use planning agencies, transportation planning

agencies, and public works agencies for all government entities are important to gain an understanding of the local issues from their perspective, as well as start the local coordination effort.

Responsibilities:

Consultant: Coffman Associates will obtain all relevant existing documents, perform on-site inspection of facilities, and conduct interviews with local officials.

Sponsor: Assist Consultants with collection of data, including coordinating any necessary interviews. Assist Consultant with identification of relevant land use control documents.

Product: Data on airport facilities, operations, airspace and air traffic control, population, and economy for input to later tasks.

Task I-2.2 – Base Mapping

Description: Based on the local available geographic information system (GIS) digital maps, prepare a digital map of the study area. Local maps and aerial photographs will be used as necessary to ensure the map is up to date. Base maps will show the street and railroad network, major power lines, the major facilities on the airport, the airport property line, major streams and ponds, and political boundaries. This base mapping will provide the basis for detailed maps developed throughout the planning process. The maps will be prepared for use in the report, for formal submission under 14 CFR Part 150, and for public presentations.

Responsibilities:

Consultant: Coffman Associates will prepare GIS base mapping.

Sponsor: Provide Consultant with the existing airport layout plan and property map. Review consultant-developed maps.

Product: Base maps to be used throughout the study.

Task I-2.3 – Study Area Boundary

Description: Using the base map from the previous task, the boundaries of the area selected for detailed analysis will be established. The study area will generally follow the boundaries of locally established census tracts or traffic analysis zones, physiographic features, or political boundaries, and will encompass an area somewhat

larger than the anticipated 65 CNEL contour. 14 CFR Part 150 dictates the scale of this map to be 1" = 2,000 feet.

Responsibilities:

Consultant: Coffman Associates will establish a study area boundary.

Sponsor: Review the study area boundary.

Product: An established area within which all further analyses will be conducted.

Task I-2.4 – Existing Land Use

Description: Review existing GIS land use maps, aerial photography, general plans, existing easements, and other documentation of existing land use in the study area. A windshield survey will be conducted as needed to verify land uses that cannot be determined with the aerial photography. Data will be obtained for the entire study area.

Responsibilities:

Consultant: Coffman Associates will conduct work under this task.

Sponsor: Furnish Consultant with land use maps and data, as available. Review Consultant's land use map.

Product: Existing land use map and land use data for input to later tasks.

Task I-2.5 – Future Land Use Controls and Plans

Description: Review existing zoning ordinances, subdivision regulations, building codes, land use and transportation plans, area capital improvement programs, and other documentation of land use management in the study area. Tables and exhibits of the zoning, future land use plan designation, and improvement project information will be prepared.

Responsibilities:

Consultant: Coffman Associates will review and summarize reports and documents from area planning agencies and prepare GIS mapping exhibits of existing zoning and general plan land uses.

Sponsor: Review.

Product: Tables and exhibits for analysis in later tasks.

Task I-2.6 – Land Use Development Trends

Description: Based on the data collected in Tasks I-2.1, I-2.5, and interviews with local planning officials, assess the residential land use growth trends in the study area. Checks will be made of the historical market conditions, current development activities, existing infrastructure, natural constraints, and prevailing regulations to understand potential short-term and ultimate uses of land within the study area.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: An understanding of land use growth trends and requirements in the study area.

Task I-2.7 – Working Paper No. 1, Inventory

Description: Assemble information and mapping from work efforts in Task I-2 and organize these findings into a working paper describing existing conditions in the airport area and present a preliminary assessment of issues to be addressed in the Noise Compatibility Study. This working paper will represent a draft version of Chapter One of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in the inventory element. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-3 – AVIATION NOISE ANALYSIS

Task I-3.1 – Field Noise Measurements

Description: A noise measurement program will be designed specifically for Oxnard Airport. The effort will be designed to meet the requirements stated in 14 CFR Part 150, Appendix A, Section A150.5. Measurements will be taken over a five-day period at no more than eight (8) sites. Noise at each site will be logged over durations ranging from 24 hours to as many as four (4) consecutive days. The locations will be chosen through coordination with Airport staff and other local interested parties.

The consultant will use a Larson Davis Model 831 Sound Level Meter (SLM) to log sound levels at the site. The Model 831 SLM is equipped to make an audio recording of an event that exceeds the programmed ambient/background noise thresholds. These thresholds will be programmed as part of the initial setup of the noise monitoring equipment. A minimum threshold of approximately 5 to 10 dB greater than the ambient level (55-60 dB) will be established for the noise measurements. This will exclude any noise event below the threshold. Additionally, a minimum event duration of three to five seconds will be set to ensure that brief events (door slam, dog barking, etc.) are not recorded. These two thresholds will focus the single noise events logged by the noise monitor on events more likely generated by aircraft overflights. Only those events which exceed both thresholds will be noted as noise events and included as part of the raw data. Single events meeting both criteria will be retained and analyzed to consider all noise present at the site, regardless of its level.

In addition, a 5-second sound file of each noise event will be saved within the instrument's memory. These 5-second sound files will be used to differentiate between aircraft and non-aircraft noise sources. Using information recording during the field measurement period, the consultant will evaluate and summarize the recorded noise events. Tables summarizing noise events will be presented using the following metrics: Lmax, Leq, SEL, and CNEL.

Responsibilities:

Consultant: Coffman Associates will coordinate with the Sponsor's staff and interested parties in requesting noise measurement locations and to conduct noise monitoring and analysis.

Sponsor: Provide input on noise measurement locations and review analysis.

Product: An analysis of up to four (4) days of noise measurement data and a comparison with Airport Environmental Design Tool (AEDT)-predicted values.

Task I-3.2 – Radar Flight Tracking and Aircraft Departure Profile Analysis

Description: In order to develop accurate, reliable, and valid noise contours, the AEDT requires the input of reasonable arrival and departure flight tracks for the airport. The flight track data will be downloaded directly from Vector Airport Systems. Flight track data will be broken down by operation type and mapped on the study area base map. Generalized flight tracks for various classes of aircraft will be developed for noise modeling based on an analysis of the raw flight track data. An aircraft profile analysis will also be prepared using the flight track data.

AEDT departure profile data will also be compared to actual aircraft profile information developed from the radar flight track data obtained earlier in this task. Up to four aircraft types will be compared based on data available from the radar flight tracking analysis. This will be used to evaluate aircraft departure profile parameters in the AEDT.

Responsibilities:

Consultant: Coffman Associates will map, analyze, and prepare the flight track and departure profile analysis.

Sponsor: Review the Consultant's analysis.

Product: Plots of up to five days of aircraft flight tracks and aircraft departure profile analysis for evaluating the aircraft departure parameters in the computerized noise model.

Task I-3.3 – Refine Operational Fleet Mix Forecasts

Description: Utilizing the current operations and the aviation forecasts from the most recent Oxnard Airport Master Plan, prepare a more detailed forecast of the aircraft fleet mix and day/night split of activity. The fleet mix projections will be developed for commercial service aircraft utilizing information such as airline fleet orders and local market trends. The general aviation fleet mix forecasts will take into account local and national trends in aircraft mix. Interviews with military units will be used to determine forecast for military aircraft. Current activity schedules and activity logs will be used in formulating the day/night activity split. The fleet mix forecasts, and day/night split of activity will be of sufficient detail to serve as input into the AEDT for forecasts of future aircraft noise exposure.

Responsibilities:

Consultant: Responsible for analyses in this task.

Sponsor: Provide operations, landing reports, and based aircraft lists as needed and review Consultant analysis.

Product: A detailed aircraft fleet mix forecast broken down by daytime and nighttime operations.

Task I-3.4 – Existing Aircraft Noise Exposure

Description: Using data from previous work tasks, aircraft noise exposure will be calculated using the latest version of the AEDT. Noise levels, at five-CNEL increments, will range from 65 CNEL to 75 CNEL. The noise contour map will represent average annual conditions for a 12-month period, ending with the month for which the most recent data are available when the forecasting analysis is started. This will be taken as an estimate of 2022 noise conditions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: An AEDT analysis describing noise contours at 65, 70, and 75 CNEL levels. A map of aircraft noise exposure contours for 65, 70, and 75 CNEL levels. This map provides the basis for the 2022 Noise Exposure Map which the Sponsor may submit to the FAA under 14 CFR Part 150.

Task I-3.5 – Noise Contour Comparison

Description: Noise measurement data from Oxnard Airport will be used to validate the AEDT input assumptions and existing condition noise exposure contours. An AEDT grid point analysis will be prepared for the purpose of comparing the annual average noise levels from the field noise monitor sites. This comparison will be used to provide support or justify adjustments to the AEDT input assumptions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Provide noise measurement data and review analysis.

Product: Noise contour validation analysis.

Task I-3.6 – Future Baseline Aircraft Noise Exposure

Description: Based on the refined forecasts developed in previous tasks, an AEDT contour analysis will be prepared, assuming no new noise abatement actions for the five-year forecast condition (2027).

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: Noise analyses showing CNEL 65, 70, and 75 noise contours for the five-year forecast condition. The 2027 map will be the basis for the five-year Noise Exposure Map which the Sponsor may submit to the FAA under 14 CFR Part 150.

Task I-3.7 – Long Range Aircraft Noise Exposure

Description: Based on the refined forecasts developed in previous tasks, an AEDT contour analysis will be prepared, assuming no new noise abatement actions for the 20-year forecast condition (2042).

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: Noise analyses showing CNEL 65, 70, and 75 noise contours for the 20-year forecast condition. The 2042 map will be the basis for long range land use planning and will not be submitted to the FAA under 14 CFR Part 150. It is anticipated that this noise exposure contour and supporting information will be included in an appendix.

Task I-3.8 – Working Paper No. 2, Aircraft Noise Exposure

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain noise contour maps for the baseline existing condition. It will also include baseline noise exposure for the five-year forecast conditions. This working paper will represent a draft version of Chapter Two of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-3. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in pdf format will also be provided in English and Spanish.

TASK I-4 – NOISE IMPACTS

Task I-4.1 – Land Use Impact Guidelines

Description: Land use impact guidelines for use in evaluating noise impacts will be selected. The Consultant will present options to the Sponsor with the understanding that the FAA's Land Use Compatibility Guidelines, as presented in 14 CFR Part 150 will be given significant weight. Potential variations on the FAA guidelines may be considered based on official guidelines developed through authoritative studies or by official local government agencies.

Responsibilities:

Consultant: Coffman Associates will be responsible for presenting potential and recommended land use impact criteria.

Sponsor: Review and approval of guidelines.

Product: Land use impact guidelines for use in noise impact analysis.

Task I-4.2 – Growth Risk Analysis

Description: Using the results of previous tasks completed in Element I-4, areas with the greatest potential for non-compatible development, as well as land use control inconsistencies will be identified. Growth risk areas will be categorized by type of residential land use. In addition, the potential development of non-compatible institutional uses will be identified.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A growth risk analysis, including mapping residential growth areas and potential non-compatible institutional uses in the study area.

Task I-4.3 – Land Use and Population Impacts

Description: Existing and future aircraft noise contours will be compared with existing non-compatible land use and potential future non-compatible land use. Maps for the current and forecast conditions will show the location of non-compatible land uses with respect to aircraft noise contours. Tabulations of non-compatible land uses by five-

CNEL increments will be produced from previously digitized land use and growth risk data.

The population exposed to noise will be estimated for the baseline and future year noise contours by five-CNEL increments. Impacts for the forecast years will include estimates of potential future population based on the growth risk analysis. The resulting single-number rating for each baseline noise condition will be used in comparisons with noise contours produced in subsequent analyses of potential noise abatement measures.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A map of non-compatible land uses and aircraft noise contours for the baseline condition and the five-year forecast condition. A summary of the non-compatible land uses, and population exposed to aircraft noise by five-CNEL increments from 65 to 75 CNEL.

Task I-4.4 – Working Paper No. 3, Noise Impacts

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain noise contour maps and an analysis of noise impacts for the baseline existing condition and the five-year forecast condition. This working paper will represent a draft version of Chapter Three of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task 4. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-5 – FINAL NOISE EXPOSURE MAP REPORTS

Task I-5.1 – Draft Noise Exposure Map Documentation

Description: Organize draft final documentation in support of the Noise Exposure Maps (NEM) prepared under Tasks I-2 through I-4. All documentation required by 14 CFR Part 150, including the following, will be provided:

- revisions of working papers 1 through 3 previously distributed for review by the Sponsor and the PAC;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Exposure Maps and copies of all written comments received on the study;
- preparation of FAA's Noise Exposure Maps Checklist; and
- printed and electronic version of a draft final document.

Responsibilities:

Consultant: Coffman Associates is responsible for making revisions to the narrative and graphics for the draft NEM.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Draft final copies of documentation in support of the Noise Exposure Maps suitable for submission to the Sponsor for review and approval. Fifteen (15) hard copies will be provided in English and fifteen (15) hard copies will be provided in Spanish. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NEM (15 copies). Electronic PDF version of the draft final will also be prepared in English and Spanish.

Task I-5.2 – Final Noise Exposure Map Documentation

Description: Prepare final documentation in support of the NEM prepared under Tasks I-2 through I-4. All documentation required by 14 CFR Part 150, including the following, will be provided:

- revisions of Draft Noise Exposure Map Document previously distributed for review by the Sponsor;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Exposure Maps and copies of all written comments received on the study;
- printed and electronic version of a final document.

Responsibilities:

Consultant: Coffman Associates is responsible for final revisions to the narrative and graphics for the final NEM.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Final copies of documentation in support of the NEM suitable for submission by the Sponsor to the FAA. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a

supplemental volume documenting the public involvement process, including all written comments received on the NEM (up to 10 copies).

TASK I-6 – NOISE ABATEMENT ALTERNATIVES

Task I-6.1 – Noise Abatement Issues

Description: The Consultant will identify noise abatement issues at the airport based on the analysis undertaken in previous elements, consultations with airport staff and PAC, and based on comments raised at public workshops.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of noise issues for consideration in the noise abatement alternatives analysis.

Task I-6.2 – Aviation Technical Conference

Description: A working session will be held among the airport management, aviation officials, airport users, and Consultant to discuss technical aspects of potential noise abatement strategies for consideration of future applications at the airport. It is expected that those attending the meeting will be the aviation specialists serving on the PAC. Additional aviation interests will be invited as necessary. The purpose is to review the Consultant's preliminary screening of noise abatement techniques and to provide a forum for presenting other noise abatement ideas.

Responsibilities:

Consultant: Coffman Associates will prepare a list of potential participants and submit to Sponsor for approval and facilitate discussions regarding noise abatement techniques. Coffman Associates will prepare meeting minutes.

Meeting minutes will be translated into Spanish.

Sponsor: Coordinate with Consultant in setting up meeting. Provide a meeting location.

Product: A joint understanding among all participants of the potential for noise abatement and the scope of the forthcoming noise abatement analysis. Summary minutes.

Task I-6.3 – Noise Abatement Analysis Criteria

Description: Based on input received through the coordination process and the Consultant's independent analysis, criteria will be developed to evaluate potential noise abatement alternatives. Criteria are expected to include noise impact reduction, airspace impacts, impacts on capacity, safety, cost, user/operator acceptability, feasibility of implementation, and legality.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Criteria for judging the acceptability, cost, and effectiveness of potential noise abatement procedures.

Task I-6.4 – Screening of Noise Abatement Alternatives

Description: Various aircraft noise abatement techniques that could be applied to the airport will be identified and screened. This will include each measure identified in 14 CFR Part 150. Additional measures drawn from use at other airports and based on input from the PAC, one-on-one coordination with aviation-related agencies and users, the Aviation Technical Conference, and other local interest groups will also be identified and screened.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and description of aircraft noise abatement alternatives that potentially can be effective in reducing aircraft noise exposure. Documentation of those alternatives that cannot be effective will also be developed.

Task I-6.5 – Potential Noise Abatement Alternatives and Scenarios

Description: Based on the screening results of the previous task, noise abatement procedures will be identified for potential application in the future. Detailed descriptions of the potential procedures will be developed. Opportunities for the combined use of several procedures will be identified.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Descriptions of potential operational scenarios that may be expected to reduce noise impacts in the study area.

Task I-6.6 – Noise Exposure of Abatement Alternatives/Scenarios

Description: The noise abatement scenarios identified in the previous task will be modeled using the most current version of the AEDT to produce CNEL contours. Alternatives and scenarios are expected to be based on five-year forecast conditions. Maps of each run will be prepared showing contours ranging from 65 to 75 CNEL. Supplemental noise analysis, such as grid point analysis, will be produced as the Consultant deems necessary.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Noise contour maps for each of a series of operational alternatives/scenarios.

Task I-6.7 – Land Use and Population Impacts of Alternatives

Description: Estimates of the number of noise-sensitive land uses and resident population exposed to aircraft noise, by five-CNEL increments from 65 to 75 CNEL, will be developed for each scenario modeled in the previous task, using the Consultant's computerized impact analysis system. To facilitate comparisons among the alternatives, population counts will be developed for each alternative and scenario.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Estimates of land use and population exposed to noise for each alternative.

Task I-6.8 – Working Paper No. 4, Noise Abatement Alternatives

Description: A working paper will be prepared summarizing the work done under this element. This will involve developing narrative and graphic presentation of the analyses and evaluations, explanation of results, and a final list of noise abatement alternatives deserving serious consideration for implementation. This working paper will represent a draft version of Chapter Four of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-6. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-7 – LAND USE ALTERNATIVES

Task I-7.1 – Land Use Management Issues

Description: The Consultant will identify land use management issues in the study area based on discussions with the airport staff and PAC and based on comments raised at public information workshops. An effort will be made to consider all key land use issues in the airport vicinity, including those related to general community development as well as to noise compatibility.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of land use issues for inclusion in subsequent tasks.

Task I-7.2 – Land Use Management Technical Conference

Description: Representatives from regional and local planning agencies will be invited to a Land Use Management Technical Conference. Potential land use management alternatives will be discussed to determine their potential suitability in the study area and their feasibility for implementation. Alternatives deserving further consideration and more detailed evaluation will be identified.

Responsibilities:

Consultant: Coffman Associates will prepare a list of potential participants and submit to Sponsor for approval and facilitate discussions regarding land use management techniques. Coffman Associates will prepare meeting minutes.

Meeting minutes will be translated into Spanish.

Sponsor: Attend meeting.

Product: A joint understanding among all participants of the potential land use management measures deserving more detailed analysis and consideration. Summary minutes.

Task I-7.3 – Screening of Land Use Management Techniques

Description: This task involves the identification and screening of various land use management techniques that could be applied in the airport vicinity. Each measure specifically designated in 14 CFR Part 150 will be screened. Additional measures drawn from use at other airports and based on input from the PAC and the Land Use Technical Conference will also be identified and screened. These techniques may include, but not necessarily be limited to, changes in existing zoning districts, creation of new zoning classifications, modification of other development regulations and building codes, property and easement acquisition, sound insulation, and other mitigation measures. Criteria will be developed to evaluate possible alternatives based on the potential for impact reduction, cost, political acceptability, feasibility of implementation, and legality.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and documentation of land use management alternatives that may be effective in promoting land use compatibility. Documentation of those alternatives that is unlikely to be effective.

Task I-7.4 – Evaluation of Land Use Management Techniques

Description: The land use management techniques identified in the preceding task will be evaluated using the criteria set forth in that task and based on consultations with local land use planning officials.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and documentation of land use management techniques that can be effective in promoting land use compatibility around the airport.

Task I-7.5 – Identification of Preferred Land Use Alternatives

Description: Based on the Consultant's own evaluations and input from local land use agencies provided through the Land Use Technical Conference and one-on-one meetings, a list of land use management techniques deserving further consideration will be defined. These will be defined in relationship to the refined noise abatement alternatives from Task I-7.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of land use management alternatives deserving further consideration.

Task I-7.6 – Working Paper No. 5, Land Use Alternatives

Description: A working paper summarizing the work done under this element will be prepared. This will include narrative and graphic presentation of the analyses and evaluations conducted, explanation of results, and a list of measures deserving further consideration. This working paper will represent a draft version of Chapter Five of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-7. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-8 – NOISE COMPATIBILITY PLAN

Task I-8.1 – Refinement of Noise and Land Use Alternatives

Description: Based on the results of local review of Working Papers 4 and 5, potential noise abatement and land use management alternatives will be refined as necessary. This may involve the preparation of additional noise abatement scenarios or the review of additional land use alternatives. This information will be included in Working Paper 6, a technical appendix, or in an addendum to Working Papers 4 or 5, as appropriate.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A refined analysis of noise abatement and land use alternatives.

Task I-8.2 – Recommended Noise Abatement Element

Description: Based on the results of previous elements and tasks, and subsequent review by the PAC and the general public, recommended noise abatement procedures will be developed. This will involve the organization of the procedures into final scenarios for the current year and five-year forecast. This information will be coded for input to the AEDT.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A complete description of recommended noise abatement procedures.

Task I-8.3 – Abated Noise Contours

Description: Using the recommended noise abatement procedures from the previous task, the forecasts of aviation activity, and the existing operational procedures for the airport, develop abated noise exposure contours. The noise contours will be developed in five-CNEL increments for current conditions and five-year forecast conditions. The contours will be developed using the AEDT.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Noise exposure contour maps incorporating the final scenario procedures, in five-CNEL increments, beginning with the 65 CNEL level, for the current year and five-year forecast.

Task I-8.4 – Identification of Residual Impacts

Description: Based upon the recommended noise abatement procedures, the number of noise-sensitive land uses, and resident population exposed to noise will be estimated. These are impacts that will remain despite all reasonable efforts to abate noise. Population impacts will be measured by the level-weighted population methodology and absolute values.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Existing and potential land use and population impacts that remain after implementation of recommended noise abatement procedures.

Task I-8.5 – Recommended Land Use Management Element

Description: Based on the results of previous elements and tasks and the input received from the PAC and the general public, final land use management recommendations will be formulated. They will be coordinated with local land use planning and regulatory agencies to ensure that they are realistic. Recommendations will identify ways to prevent, where possible, the development of new non-compatible

land uses within growth risk areas impacted by noise under the final plan. Recommendations will also be provided to mitigate any residual noise impacts that cannot be eliminated by noise abatement or by planning and regulation.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Final land use management and noise impact mitigation recommendations.

Task I-8.6 – Recommended Program Management Element

Description: Actions needed to administer, monitor, and update the Noise Compatibility Plan will be identified. These will be based on the Consultant's experience and input from the Sponsor and the local coordination process. This will be sufficient to meet 14 CFR Part 150 requirements for Noise Compatibility Programs.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A continuing program for review and update of the Noise Compatibility Program.

Task I-8.7 – Implementation Schedule, Strategies, and Documents

Description: Based on input from the Sponsor and the local coordination process, and the Consultant's experience and in-house library of documents and materials, implementation strategies, schedules, and documents will be developed for each of the recommended measures as needed and appropriate.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Recommended implementation strategies, a schedule, and documents to assist implementation.

Task I-8.8 – Working Paper No. 6, Noise Compatibility Program

Description: Develop a working paper describing the work prepared under this element. It will include the Consultant's recommendations relating to noise abatement, land use management, and program management. It will also include recommendations for scheduling and implementing the recommendations. This working paper represents the draft version of Chapter Six of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review working paper.

Product: A working paper covering the items in Element I-8. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in pdf format will also be provided in English and Spanish.

Task I-8.9 – Revised Noise Compatibility Program

Description: Chapter Six, Noise Compatibility Program, will be revised based upon comments from the PAC, Public Information Workshop, and other comments pertinent to the Part 150 process and resubmitted to the PAC.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and distribution to the PAC and Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-8. Coffman Associates is responsible for revising the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

TASK I-9 – FINAL NOISE COMPATIBILITY PROGRAM REPORTS

Task I-9.1 – Draft Noise Compatibility Program Document

Description: A document will be prepared and printed which includes the draft final working papers prepared under Tasks I-6 through I-8 (noise and land use alternatives and the noise compatibility plan) and other information required to meet submission requirements for a Noise Compatibility Program (NCP) according to 14 CFR Part 150. The work will include:

- revisions of working papers 4 through 6 previously distributed for review by the Sponsor and the PAC;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Compatibility Program and copies of all written comments received on the study;
- preparation of FAA's Noise Compatibility Program Checklist; and
- printed and electronic versions of a draft final document.

Responsibilities:

Consultant: Coffman Associates is responsible for revisions to the narrative and graphics for the draft NCP.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Draft final copies of the Noise Compatibility Program document, suitable for submission to the Sponsor for review and approval. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NCP (up to 10 copies).

Task I-9.2 – Final Noise Compatibility Program Document

Description: A document will be prepared and printed which includes the final working papers prepared under Tasks I-6 through I-8 (noise and land use alternatives and the noise compatibility plan) and other information required to meet submission requirements for an NCP according to 14 CFR Part 150. The work will include:

- revisions of Draft Noise Compatibility Plan Document previously distributed for review by the Sponsor;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Compatibility Program and copies of all written comments received on the study;
- printed and electronic versions of a final document.

Responsibilities:

Consultant: Coffman Associates is responsible for revisions to the narrative and graphics for the final NCP.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Final copies of the Noise Compatibility Program document, suitable for submission by the Sponsor to the FAA. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NCP (up to 10 copies).

ELEMENT II – PUBLIC COORDINATION AND COMMUNICATION

TASK II-1 – PUBLIC COORDINATION AND COMMUNICATION

Task II-1.1 – Develop Graphic Schema and Project Website(s)

Description: Develop a customized uniform graphic schema for all presentation materials. The graphic schema will then be used for cover art, chapter headers and footers, exhibits, display boards, PowerPoint presentations, and any ancillary materials. The graphic schema will be used throughout the process to provide a uniform and professional feel to all materials.

Various project materials will be hosted on a custom project specific websites developed by the Consultant to allow public access to both English and Spanish project materials. During the planning process, draft chapters, PAC presentations, and PAC handout materials will be available on the websites. The websites will have a public involvement section which will include an FAQ section, notices of public information workshops, and a public comment section. All comments will be reviewed by the project team and pertinent comments will be addressed within the Draft and Final Noise Exposure Maps and Noise Compatibility Plan documents. The project websites will be hosted by the Consultant and a link will be available on the sponsor website. The project website will be available for the duration of the project.

Responsibilities:

Consultant: Coffman Associates will develop project specific websites. Host the project materials on a project specific website.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment. Link to the project website.

Product: Project websites that provide access for both English and Spanish project materials.

Task II-1.2 – Prepare Study Initiation Brochures

Description: Provide two hundred fifty (250) English and two hundred fifty (250) Spanish study initiation brochures 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 in the Part 150 planning goals and objectives of the study, as well as answer the most often asked questions about the process of conducting the study.

Responsibilities:

Consultant: Coffman Associates will write the brochure text. Coffman Associates will design and print study initiation brochures.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and approve for distribution.

Product: Up to two hundred fifty (250) English and two hundred fifty (250) Spanish study initiation brochures.

Task II-1.3 – Establish Planning Advisory Committee (PAC)

Description: Provide input on the membership of the Planning Advisory Committee (PAC). This non-voting group will be a membership of approximately 50 people. Much of the local coordination will be handled through the PAC, which is formed specifically to provide advice and feedback on the Noise Compatibility Study. The PAC will include representatives from all affected groups, including local residents, airport users, and local officials.

Responsibilities:

Consultant: Coffman Associates will provide input on membership selection

Arellano Associates will prepare and distribute invitations and maintain PAC membership list for Noise Compatibility Study support documentation.

Sponsor: Coordinate with the Consultant as necessary. Assist in the identification of potential PAC members. Send invitation letter to potential PAC members.

Product: Establishment of a Planning Advisory Committee (PAC).

Task II-1.4 – Planning Advisory Committee Meetings

Description: The Consultants and Sponsor will meet with the PAC to review working papers, to discuss study findings, and to identify issues deserving further study. Comments received during these meetings will be considered and evaluated, and where appropriate, additional analysis will be conducted in order to respond to those comments in the revised working papers. Graphic displays and handout materials will be prepared as needed to facilitate the meetings. Up to four (4) PAC meetings have been budgeted.

Responsibilities:

Consultant: Coffman Associates will prepare meeting notices to the PAC. Coffman Associates will provide presentations and necessary graphics at the meetings.

Arellano Associates will review and distribute meeting notices via email. Attend PAC meeting and facilitate PAC discussions. Prepare summary minutes.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Review and approve meeting notices. Arrange for meeting room. Coordinate jointly with Consultant.

Product: Up to four (4) PAC meetings with summary minutes.

Task II-1.5 – Local Coordination Meetings

Description: Meet with and give presentations to the Sponsor or other local groups as directed by the Sponsor. These meetings are expected to involve status reports on the study and presentations of final recommendations. Up to six (6) local coordination meeting trips have been budgeted during the study. It is assumed that these meetings would be held on trips other than the planned PAC meetings, Technical Conferences, and public hearing.

Responsibilities:

Consultant: Coffman Associates will provide presentations and necessary graphics at the meetings.

Arellano Associates will facilitate the meetings and will prepare summary minutes.

Materials will be translated into Spanish. If requested, an interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Direct/approve local coordination meetings as necessary. Arrange for meeting room if needed. Coordinate jointly with Consultant.

Product: Up to six (6) local coordination meetings.

Task II-1.6 – Public Information Workshops

Description: The working papers prepared for the Noise Compatibility Study will be presented to the general public at public information workshops. The workshops will be held after the PAC meetings (on the same day). Up to four (4) workshops have been budgeted.

Notification of the workshops will be accomplished using press releases, newspaper advertising, and e-mailing to interested citizens, neighborhood associations, and other groups in the area that may have an interest in the Noise Compatibility Study.

If needed, arrangements will be made to offer public participation in these meetings in either a hybrid (in-person and virtual) or completely virtual format.

Responsibilities:

Consultant: Coffman Associates will prepare press releases for the Sponsor. Coffman Associates will prepare mock-ups of meeting advertisements. Coffman Associates will prepare technical presentations and related graphics for the meetings.

Arellano Associates will arrange and pay for placement of ads in three local newspapers. It is assumed that the advertisements will be published on two days in each of the three newspapers prior to the scheduled meeting. Arellano Associates will facilitate meetings including staffing the sign-in table and will prepare summary minutes of meetings.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Review, approve, and send press releases to local media. Approve mock-ups of meeting advertisements. Arrange and pay for meeting room.

Product: News releases, meeting advertisements, display boards, and charts. Up to four (4) sets of public information workshops and summary minutes.

Task II-1.7 – Public Hearing

Description: One public hearing will be held on the recommended Noise Compatibility Plan to solicit comments from the public. Comments received at the hearing will be included in the final NCP documentation. The format of the hearing will be designed to encourage maximum two-way communication while discouraging a confrontational situation. The format can be selected from a variety of options, including incorporating the formal hearing with an informal workshop. The budget is based on a one-day hearing held with a public information workshop. This hearing/workshop is in addition to the workshops provided for in Task II-1.6.

If needed, arrangements will be made to offer public participation in this meeting in either a hybrid (in-person and virtual) or completely virtual format.

Responsibilities:

Consultant: Coffman Associates will prepare mock-ups of a legal notice and display advertisement.

Arellano Associates will distribute notices of the public hearing to members of the PAC and those on the public information workshop mailing list. Arellano Associates will arrange and pay for publication of legal notices two times before the public hearing in three newspapers of general circulation in the area. Arrange for hearing officer to moderate hearing. Arrange and pay for preparation of the public hearing transcript.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Arrange and pay for meeting room. Approve meeting notices and advertisements.

Product: Public hearing, transcript of hearing.

Task II-1.8 – Responses to Public Hearing Comments

Description: Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period on the Noise Compatibility Study.

Responsibilities:

Consultant: Coffman Associates will prepare responses to comments and submit them to the Sponsor for review.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and approve responses to comments.

Product: Responses to comments received at the public hearing for inclusion with Noise Compatibility Program documentation.

Task II-1.9 – Federal Aviation Administration Project Coordination

Description: FAA coordination is necessary throughout the development of the Noise Compatibility Plan document development. This task includes all conference calls, correspondence, comment reviews, comment responses, status requests, status reports, special meetings, and requested document revisions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Direct/approve FAA coordination as necessary.

Product: FAA coordination as necessary throughout the preparation of the Noise Compatibility Plan.

Task II-1.10 – Noise Compatibility Program Summary Brochure

Description: Prepare narrative and graphics for a brochure summarizing the Noise Compatibility Study in both English and Spanish. The brochure will summarize the study process, the scope of noise issues, and the recommendations of the Noise Compatibility Program. It will include a summary of past noise abatement efforts at the airport and will explain how noise has changed through the years. The brochure will be printed in full color and will not exceed eight to twelve pages. It will be designed for widespread distribution to the public.

Responsibilities:

Consultant: Coffman Associates will write the copy for the summary brochure. Coffman Associates will design and print a summary brochure.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and distribute.

Product: Up to two hundred fifty (250) English and two hundred fifty (250) Spanish copies of summary report.

OPTIONAL TASKS

Optional Task 1 – AEDT Flight Track Maps

Description: 14 CFR Part 150, Appendix A, Section 103(b[1]) states, “A map of the airport and its environs at an adequately detailed scale (not less than 1 inch to 2,000 feet) indicating runway length, alignments, landing thresholds, takeoff start-of-roll points, airport boundary, and flight tracks out to at least 30,000 feet from the end of each runway” must be obtained for input to the calculation of noise exposure contours. FAA has interpreted this section as a requirement to include flight track mapping exhibits at 1 inch to 2,000 feet that depict tracks 30,000 feet off each runway end in the Noise Exposure Maps (NEM) documentation. Exhibits for Oxnard Airport are anticipated to be approximately 36” x 48”.

Responsibilities:

Consultant: Coffman Associates will prepare extended flight track map exhibits.

Sponsor: Review.

Product: Prepare extended flight track map exhibits.

Optional Task 2 – Prepare Aviation Demand Forecasts

Description: Develop aviation 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 relatively 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) Operational mix by type and Airport Reference Code/Runway Design Code
- d) Peak hour operations.
- e) Annual instrument approaches (AIAs).

- f) Critical design aircraft.

Responsibilities:

Consultant: Coffman Associates will prepare aviation demand forecast. Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review.

Product: Prepare extended flight track map exhibits.

EXHIBIT B

SCHEDULE OF COMPLETION

The CONSULTANT shall complete the work on the Project Elements 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 or FAA 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.

EXHIBIT C

FEES AND PAYMENT

I. FEES

- A. Payment for work outlined in this Scope of Services shall be a lump sum not to exceed Seven Hundred Seventy Thousand Nine Hundred Forty-Three Dollars (\$770,943).

These fees shall include all labor, materials, expenses, and incidentals necessary to complete the work as described herein. A Project Cost Breakdown is included as Exhibit C-1 to this Scope of Services.

II. PAYMENTS

The COUNTY will make payments to the CONSULTANT as follows:

Progress payments will be made monthly upon presentation of an invoice and completed COUNTY claim form in accordance with "Fees and Payment" for work actually completed, but not exceeding 80 percent (80%) of the fee allocated for a stage until the completion of the work for that stage. Payments will be processed within thirty (30) days of receipt of invoice and completed COUNTY claim form, or ten (10) days from receipt of invoice and completed COUNTY claim form by the Auditor-Controller's office.

Part A – Basic Services	Fee Allocation	
	80%	100%
Element 1	\$323,378	\$404,222
Element 2	\$267,334	\$334,167
Optional Tasks	\$26,043	\$32,554
	Total	\$770,943

EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
OXNARD AIRPORT

	PRIME CONSULTANT (Hourly Rate)						TOTAL
	Principal	Senior Professional	Professional	Technical	Total Labor	Expenses	
	\$292	\$268	\$158	\$120			
ELEMENT I- PREPARATION OF THE 14 CFR PART 150 STUDY DOCUMENTATION							
Task I-1 - INITIATION							
Task I-1.1 Prepare Work Scope and Budget	4		4	4	\$2,280		\$2,280
Task I-1.2 Prepare Study Workbooks (6)				16	\$1,920	\$200	\$2,120
Task I-1.3 Prepare Technical Information Papers (6)				8	\$960	\$250	\$1,210
Subtotal	4	0	4	28	\$5,160	\$450	\$5,610
Task I-2 - INVENTORY OF EXISTING CONDITIONS							
Task I-2.1 Secure Baseline Data and Documents	4	8	24	32	\$10,944	\$2,500	\$13,444
Task I-2.2 Base Mapping		16	16	32	\$10,656		\$10,656
Task I-2.3 Study Area Boundary		4	8	8	\$3,296		\$3,296
Task I-2.4 Existing Land Use		16	16	32	\$10,656		\$10,656
Task I-2.5 Future Land Use Controls and Plans		16	8	24	\$8,432		\$8,432
Task I-2.6 Land Use Development Trends		8	16	16	\$6,592		\$6,592
Task I-2.7 Working Paper No.1, INVENTORY (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	8	76	104	176	\$60,256	\$2,660	\$62,916
Task I-3 - AVIATION NOISE ANALYSIS							
Task I-3.1 Field Noise Measurements		8	56	80	\$20,592	\$4,500	\$25,092
Task I-3.2 Radar Flight Tracking and Aircraft Departure Profile Analysis		8	16	16	\$6,592		\$6,592
Task I-3.3 Refine Operational Fleet Mix Forecasts		16	8		\$5,552		\$5,552
Task I-3.4 Existing Aircraft Noise Exposure			40	24	\$9,200		\$9,200
Task I-3.5 Noise Contour Comparison			8	8	\$2,224		\$2,224
Task I-3.6 Future Baseline Aircraft Noise Exposure			32	16	\$6,976		\$6,976
Task I-3.7 Long Range Aircraft Noise Exposure			32	16	\$6,976		\$6,976
Task I-3.8 Working Paper No 2, AIRCRAFT NOISE EXPOSURE (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	4	40	208	192	\$67,792	\$4,660	\$72,452
Task I-4 - NOISE IMPACTS							
Task I-4.1 Land Use Impact Guidelines		8			\$2,144		\$2,144
Task I-4.2 Growth Risk Analysis			8	16	\$3,184		\$3,184
Task I-4.3 Land Use and Population Impacts			16	16	\$4,448		\$4,448
Task I-4.4 Working Paper No. 3, NOISE IMPACTS (6)	4	16	16	16	\$9,904	\$160	\$10,064
Subtotal	4	24	40	48	\$19,680	\$160	\$19,840
Task I-5 - NOISE EXPOSURE MAP REPORTS							
Task I-5.1 Draft Noise Exposure Map Documentation (30/30/30)	4	4	8	24	\$6,384	\$4,000	\$10,384
Task I-5.2 Final Noise Exposure Map Documentation (20/20/20)	4	4	8	16	\$5,424	\$2,600	\$8,024
Subtotal	8	8	16	40	\$11,808	\$6,600	\$18,408
Task I-6 - NOISE ABATEMENT ALTERNATIVES							
Task I-6.1 Noise Abatement Issues	4	8			\$3,312		\$3,312
Task I-6.2 Aviation Technical Conference	12	12		8	\$7,680	\$2,400	\$10,080
Task I-6.3 Noise Abatement Analysis Criteria		8	8		\$3,408		\$3,408
Task I-6.4 Screening of Noise Abatement Alternatives		8	8		\$3,408		\$3,408
Task I-6.5 Potential Noise Abatement Alternatives and Scenarios		8	16	16	\$6,592		\$6,592
Task I-6.6 Noise Exposure of Abatement Alternatives/Scenarios		8	24	16	\$7,856		\$7,856
Task I-6.7 Land Use and Population Impacts of Alternatives			16	24	\$5,408		\$5,408
Task I-6.8 Working Paper No.4, NOISE ABATEMENT ALTS (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	20	60	88	96	\$47,344	\$2,560	\$49,904

EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
OXNARD AIRPORT

	PRIME CONSULTANT (Hourly Rate)						TOTAL
	Principal	Senior Professional	Professional	Technical	Total Labor	Expenses	
	\$292	\$268	\$158	\$120			
Task I-7 - LAND USE ALTERNATIVES							
Task I-7.1 Land Use Management Issues	4	8			\$3,312		\$3,312
Task I-7.2 Land Use Management Technical Conference	12	12		8	\$7,680	\$1,500	\$9,180
Task I-7.3 Screening of Land Use Management Techniques		4			\$1,072		\$1,072
Task I-7.4 Evaluation of Land Use Management Techniques		8	16	16	\$6,592		\$6,592
Task I-7.5 Identification of Preferred Land Use Alternatives		8	16	16	\$6,592		\$6,592
Task I-7.6 Working Paper No 5, LAND USE ALTERNATIVES (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	20	48	48	72	\$34,928	\$1,660	\$36,588
Task I-8 - NOISE COMPATIBILITY PROGRAM							
Task I-8.1 Refinement of Noise and Land Use Alternatives		8	8	8	\$4,368		\$4,368
Task I-8.2 Recommended Noise Abatement Element		8	16	8	\$5,632		\$5,632
Task I-8.3 Abated Noise Contours			24	16	\$5,712		\$5,712
Task I-8.4 Identification of Residual Impacts			8	8	\$2,224		\$2,224
Task I-8.5 Recommended Land Use Management Element		8			\$2,144		\$2,144
Task I-8.6 Recommended Program Management Element		8			\$2,144		\$2,144
Task I-8.7 Implementation Schedule, Strategy and Documents		8	8		\$3,408		\$3,408
Task I-8.8 Working Paper No 6, NOISE COMPATIBILITY PROGRAM (6)	8	8	16	32	\$10,848	\$160	\$11,008
Task I-8.9 Revised NOISE COMPATIBILITY PROGRAM Chapter	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	12	56	96	104	\$46,160	\$320	\$46,480
Task I-9 - NOISE COMPATIBILITY PROGRAM REPORTS							
Task I-9.1 Draft Noise Compatibility Program Document (20/20/30)	4	4	16	24	\$7,648	\$1,000	\$8,648
Task I-9.2 Final Noise Compatibility Program Documentation (20/20/20)	4	4	16	24	\$7,648	\$1,000	\$8,648
Subtotal	8	8	32	48	\$15,296	\$2,000	\$17,296
ELEMENT II- PUBLIC COORDINATION AND COMMUNICATION							
TASK II-1 PUBLIC COORDINATION AND COMMUNICATION							
Task II-1.1 Develop Graphic Schema and Project Website(s)		4	4	8	\$2,664		\$2,664
Task II-1.2 Prepare Study Initiation Brochures (250/250)	4	4	8	8	\$4,464	\$1,500	\$5,964
Task II-1.3 Establish Planning Advisory Committee (PAC)	4	4			\$2,240		\$2,240
Task II-1.4 Planning Advisory Committee Meetings (4)	48	32		8	\$23,552	\$12,000	\$35,552
Task II-1.5 Local Coordination Meetings (6)	96			12	\$29,472	\$5,400	\$34,872
Task II-1.6 Public Information Workshops (4)	48	48		32	\$30,720	\$800	\$31,520
Task II-1.7 Public Hearing (1)	24	16		8	\$12,256	\$2,500	\$14,756
Task II-1.8 Responses to Public Hearing Comments	8	16	16	8	\$10,112		\$10,112
Task II-1.9 Federal Aviation Administration Project Coordination	32	16	16	16	\$18,080	\$2,500	\$20,580
Task II-1.10 Noise Compatibility Program Summary Brochure	0	8	16	16	\$6,592	\$2,500	\$9,092
Subtotal	264	148	60	116	\$140,152	\$27,200	\$167,352

EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
OXNARD AIRPORT

TOTAL STUDY COSTS BY ELEMENT

Coffman Associates								
					Labor	Expenses	Total	
Task I-1	INITIATION	4	0	4	28	\$5,160	\$450	\$5,610
Task I-2	INVENTORY OF EXISTING CONDITIONS	8	76	104	176	\$60,256	\$2,660	\$62,916
Task I-3	AVIATION NOISE ANALYSIS	4	40	208	192	\$67,792	\$4,660	\$72,452
Task I-4	NOISE IMPACTS	4	24	40	48	\$19,680	\$160	\$19,840
Task I-5	NOISE EXPOSURE MAP REPORTS	8	8	16	40	\$11,808	\$6,600	\$18,408
Task I-6	NOISE ABATEMENT ALTERNATIVES	20	60	88	96	\$47,344	\$2,560	\$49,904
Task I-7	LAND USE ALTERNATIVES	20	48	48	72	\$34,928	\$1,660	\$36,588
Task I-8	NOISE COMPATIBILITY PROGRAM	12	56	96	104	\$48,160	\$320	\$48,480
Task I-9	FINAL NOISE COMPATIBILITY PRGRAM REPORTS	8	8	32	48	\$15,296	\$2,000	\$17,296
ELEMENT I TOTAL		88	320	636	804	\$308,424	\$21,070	\$329,494
TASK II-1	PUBLIC COORDINATION AND COMMUNICATION	264	148	60	116	\$140,152	\$27,200	\$167,352
ELEMENT II TOTAL		264	148	60	116	\$140,152	\$27,200	\$167,352
PRIME GRAND TOTAL		352	468	696	920	\$448,576	\$48,270	\$496,846

Subconsultant

Arellano Associates - Public Outreach and Translation Services				\$131,453	\$110,091	\$241,544
Project Total				\$580,029	\$158,361	\$738,390
Project Total With Optional Tasks				\$608,707	\$162,236	\$770,943

Arellano Associates PUBLIC OUTREACH AND TRANSLATION	Principal	Project Manager	Sr. Project Coord. 1	Graphics Lead	Project Coord.	Total Labor	Expenses	Total
		\$305	\$165	\$160	\$127	\$81		

ELEMENT I

Task I- 1.2	Prepare Study Workbooks (6)	1	11	0	2	8	\$3,029	\$2,200	\$5,229
Task I- 2.7	Working Paper No 1, INVENTORY (6)	1	13	0	2	10	\$3,522	\$3,100	\$6,622
Task I- 3.8	Working Paper No 2, AIRCRAFT NOISE EXPOSURE (6)	1	10	0	2	6	\$2,701	\$2,200	\$4,901
Task I- 4.4	Working Paper No 3, NOISE IMPACTS (6)	1	9	0	2	3	\$2,291	\$1,000	\$3,291
Task I- 5.1	Draft Noise Exposure Map Documentation (30/30/30)	1	15	0	2	16	\$4,341	\$4,500	\$8,841
Task I- 5.2	Final Noise Exposure Map Documentation (20/20/20)	1	15	8	2	16	\$5,619	\$4,300	\$9,919
Task I- 6.8	Working Paper No 4, NOISE ABATEMENT ALTS (6)	1	13	0	2	10	\$3,522	\$2,800	\$6,322
Task I- 7.6	Working Paper No 5, LAND USE ALTERNATIVES (6)	1	11	0	2	8	\$3,029	\$2,300	\$5,329
Task I- 8.8	Working Paper No 6, NOISE COMPATIBILITY PROGRAM (6)	1	10	0	2	6	\$2,701	\$1,500	\$4,201
Task I- 8.9	Revised NOISE COMPATIBILITY PROGRAM Chapter	1	9	0	2	4	\$2,373	\$500	\$2,873
Task I- 9.1	Draft Noise Compatibility Program Document (20/20/30)	1	11	0	2	8	\$3,029	\$2,300	\$5,329
Task I- 9.2	Final Noise Compatibility Program Documentation (20/20/20)	1	19	12	2	24	\$7,571	\$4,300	\$11,871
ELEMENT I TOTAL		12	146	20	24	119	\$43,728	\$31,000	\$74,728

ELEMENT II

Task II- 1.1	Develop Graphic Schema and Project Website(s)	1	7	0	2	4	\$2,042	\$450	\$2,492
Task II- 1.2	Prepare Study Initiation Brochures (250/250)	1	8	0	2	6	\$2,370	\$700	\$3,070
Task II- 1.3	Establish Planning Advisory Committee (PAC)	1	9	8	0	16	\$4,373	\$200	\$4,573
Task II- 1.4	Planning Advisory Committee Meetings (4)	1	15	20	0	40	\$9,235	\$11,212	\$20,447
Task II- 1.5	Local Coordination Meetings (6)	1	35	60	0	90	\$23,000	\$21,624	\$44,624
Task II- 1.6	Public Information Workshops (4)	3	55	60	0	150	\$31,800	\$32,952	\$64,752
Task II- 1.7	Public Hearing (1)	3	20	20	0	40	\$10,672	\$9,553	\$20,225
Task II- 1.8	Responses to Public Hearing Comments	1	9	0	0	8	\$2,444	\$1,700	\$4,144
Task II- 1.10	Noise Compatibility Program Summary Brochure	1	7	0	0	4	\$1,788	\$700	\$2,488
ELEMENT II TOTAL		13	165	168	4	358	\$87,724	\$79,091	\$166,815
Arellano Associates Total							\$131,453	\$110,091	\$241,544

OPTIONAL TASKS	Hourly Rates						Total Labor	Expenses	Total
	Principal	Senior Professional	Professional	Technical					
Coffman Associates									
Opt. Task 1	AEDT Flight Track Maps	\$292	\$268	\$158	\$120				
Opt. Task 2	Prepare Aviation Demand Forecasts			8	24	\$4,144	\$1,000	\$5,144	
			8	44	24	\$21,760	\$500	\$22,260	
Arellano Associates									
Opt. Task 2	Prepare Aviation Demand Forecasts	\$305	\$165	\$160	\$127	\$81			
Optional Task Total		1	11			8	\$2,775	\$2,375	\$5,150
							\$28,679	\$3,875	\$32,554

**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 Associates, Inc., 4835 E. Cactus Road, Ste. 235 Scottsdale, AZ 85254 (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 nonresponsive 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 nondomestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

**AEA 22-07
CONTRACT**

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:

- 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.

**AEA 22-07
CONTRACT**

2. That failure to submit the required documentation within the specified timeframe is cause for a nonresponsive 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 than 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.

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 Nondiscrimination 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 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.

**AEA 22-07
CONTRACT**

- 5). **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the Nondiscrimination 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 nondiscrimination 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);
- 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);

**AEA 22-07
CONTRACT**

- 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;

**AEA 22-07
CONTRACT**

- 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)

- 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.

**AEA 22-07
CONTRACT**

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.
- 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:

**AEA 22-07
CONTRACT**

- 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)

**CONSULTING SERVICES CONTRACT
AEA No. 22-06
Camarillo Airport – PART 150 NOISE COMPATIBILITY STUDY**

This is a Contract, made and entered into this July ____, 2022, by and between the County of Ventura, hereinafter referred to as COUNTY, and Coffman Associates, Inc., 4835 E. Cactus Road, Ste. 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

EXHIBIT 2

**AEA 22-06
CONTRACT**

CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

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.

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, shall be at user's sole risk."

**AEA 22-06
CONTRACT**

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 is 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.

**AEA 22-06
CONTRACT**

- 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 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.

**AEA 22-06
CONTRACT**

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: _____

Keith Freitas, Director of Airports

EXHIBIT A

**Scope of Services
Part 150 Noise Compatibility Study**

PROJECT BACKGROUND

The objective of the Noise Compatibility Study is to provide the Ventura County (Sponsor), surrounding communities, and public officials with a document outlining the baseline noise conditions and a plan to address noise related impacts in the vicinity of the airport. The Noise Compatibility Study Update will be prepared under the guidelines of 14 CFR Part 150 "Airport Noise Compatibility Planning." Coordination between the Sponsor, the local agencies, the State of California, the Federal Aviation Administration (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 noise abatement, noise mitigation, and land use planning.

DESCRIPTION

This scope of services for Camarillo Airport has been prepared to provide a detailed element and task description of the study efforts which includes Element 1, Element 2 and Optional Tasks, which are described in more detail below:

**ELEMENT I – PREPARATION OF THE 14 CFR
PART 150 STUDY DOCUMENTATION**

TASK I-1 – INITIATION

Task I-1.1 – Prepare Work Scope and Budget

Description: Detailed descriptions of each item of work required for completion of the Noise Compatibility Study will be prepared. The product of each task will be stipulated, and the specific responsibilities of each party addressed. Each task will be evaluated to estimate the number of person-days necessary to accomplish the work efforts and will be 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 be estimated.

Responsibilities:

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

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

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

Task I-1.2 – Prepare Study Workbooks

Description: Notebooks will be provided for public outreach purposed during the study. A standard three-ring notebook will be used with a format designed to allow working papers to be inserted as the study progresses. Three (3) English and three (3) Spanish versions of the notebook will be prepared.

Responsibilities:

Consultant: Coffman Associates will design and print workbooks for the Sponsor.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment prior to distribution.

Product: Workbooks in sufficient number to meet study requirements. Up to six (6) copies are budgeted.

Task I-1.3 – Prepare Technical Information Papers

Description: Provide up to six (6) copies of detailed Technical Information Papers (TIPs). English and Spanish versions will be prepared. These papers have been organized and written by the consultant to provide basic technical information about noise and related issues. The TIPs will be distributed to all Planning Advisory Committee (PAC) members for their use in better understanding detailed technical

elements of evaluating noise impacts and planning methods of mitigating those impacts.

Responsibilities:

Consultant: Coffman Associates will print and distribute Technical Information Papers (TIPs).

Sponsor: None.

Product: Up to three (3) English and three (3) Spanish hard copies of the Technical Information Papers will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-2 – INVENTORY OF EXISTING CONDITIONS

Task I-2.1 – Secure Baseline Data and Documents

Description: Information on existing and future land use planning documents, zoning ordinances, subdivision regulations, building codes, and capital improvement programs will be secured for each government entity in the airport area through an examination of local documents and publications, interviews with local planning agencies and other appropriate personnel, and on-site inspection. In addition to obtaining land use planning information, socioeconomic data and forecasts will be assembled through consultations with local governments and planning agencies. Particular emphasis will be on data shedding light on the existing distribution and density of population in the study area and potential trends in population distribution and density. Population and housing data and forecasts will be collected for the smallest geographical area for which they are available.

Interviews will be conducted with airport officials, Camarillo Airport traffic control tower staff, aircraft operators, aviation users, and FAA personnel. This information will be used to describe the range of services and operations at the airport. Coffman Associates will develop a complete description of air traffic control and airspace at the airport and surrounding area. Particular emphasis will be given to the relationship of air traffic control procedures to potential noise abatement alternatives to be developed in the study.

In addition to obtaining information essential for preparation of a 14 CFR Part 150 Study, these interviews with land use planning agencies, transportation planning

agencies, and public works agencies for all government entities are important to gain an understanding of the local issues from their perspective, as well as start the local coordination effort.

Responsibilities:

Consultant: Coffman Associates will obtain all relevant existing documents, perform on-site inspection of facilities, and conduct interviews with local officials.

Sponsor: Assist Consultants with collection of data, including coordinating any necessary interviews. Assist Consultant with identification of relevant land use control documents.

Product: Data on airport facilities, operations, airspace and air traffic control, population, and economy for input to later tasks.

Task I-2.2 – Base Mapping

Description: Based on the local available geographic information system (GIS) digital maps, prepare a digital map of the study area. Local maps and aerial photographs will be used as necessary to ensure the map is up to date. Base maps will show the street and railroad network, major power lines, the major facilities on the airport, the airport property line, major streams and ponds, and political boundaries. This base mapping will provide the basis for detailed maps developed throughout the planning process. The maps will be prepared for use in the report, for formal submission under 14 CFR Part 150, and for public presentations.

Responsibilities:

Consultant: Coffman Associates will prepare GIS base mapping.

Sponsor: Provide Consultant with the existing airport layout plan and property map. Review consultant-developed maps.

Product: Base maps to be used throughout the study.

Task I-2.3 – Study Area Boundary

Description: Using the base map from the previous task, the boundaries of the area selected for detailed analysis will be established. The study area will generally follow the boundaries of locally established census tracts or traffic analysis zones, physiographic features, or political boundaries, and will encompass an area somewhat

larger than the anticipated 65 CNEL contour. 14 CFR Part 150 dictates the scale of this map to be 1" = 2,000 feet.

Responsibilities:

Consultant: Coffman Associates will establish a study area boundary.

Sponsor: Review the study area boundary.

Product: An established area within which all further analyses will be conducted.

Task I-2.4 – Existing Land Use

Description: Review existing GIS land use maps, aerial photography, general plans, existing easements, and other documentation of existing land use in the study area. A windshield survey will be conducted as needed to verify land uses that cannot be determined with the aerial photography. Data will be obtained for the entire study area.

Responsibilities:

Consultant: Coffman Associates will conduct work under this task.

Sponsor: Furnish Consultant with land use maps and data, as available. Review Consultant's land use map.

Product: Existing land use map and land use data for input to later tasks.

Task I-2.5 – Future Land Use Controls and Plans

Description: Review existing zoning ordinances, subdivision regulations, building codes, land use and transportation plans, area capital improvement programs, and other documentation of land use management in the study area. Tables and exhibits of the zoning, future land use plan designation, and improvement project information will be prepared.

Responsibilities:

Consultant: Coffman Associates will review and summarize reports and documents from area planning agencies and prepare GIS mapping exhibits of existing zoning and general plan land uses.

Sponsor: Review.

Product: Tables and exhibits for analysis in later tasks.

Task I-2.6 – Land Use Development Trends

Description: Based on the data collected in Tasks I-2.1, I-2.5, and interviews with local planning officials, assess the residential land use growth trends in the study area. Checks will be made of the historical market conditions, current development activities, existing infrastructure, natural constraints, and prevailing regulations to understand potential short-term and ultimate uses of land within the study area.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: An understanding of land use growth trends and requirements in the study area.

Task I-2.7 – Working Paper No. 1, Inventory

Description: Assemble information and mapping from work efforts in Task I-2 and organize these findings into a working paper describing existing conditions in the airport area and present a preliminary assessment of issues to be addressed in the Noise Compatibility Study. This working paper will represent a draft version of Chapter One of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in the inventory element. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-3 – AVIATION NOISE ANALYSIS

Task I-3.1 – Field Noise Measurements

Description: A noise measurement program will be designed specifically for Camarillo Airport. The effort will be designed to meet the requirements stated in 14 CFR Part 150, Appendix A, Section A150.5. Measurements will be taken over a five-day period at no more than eight (8) sites. Noise at each site will be logged over durations ranging from 24 hours to as many as four (4) consecutive days. The locations will be chosen through coordination with Airport staff and other local interested parties.

The consultant will use a Larson Davis Model 831 Sound Level Meter (SLM) to log sound levels at the site. The Model 831 SLM is equipped to make an audio recording of an event that exceeds the programmed ambient/background noise thresholds. These thresholds will be programmed as part of the initial setup of the noise monitoring equipment. A minimum threshold of approximately 5 to 10 dB greater than the ambient level (55-60 dB) will be established for the noise measurements. This will exclude any noise event below the threshold. Additionally, a minimum event duration of three to five seconds will be set to ensure that brief events (door slam, dog barking, etc.) are not recorded. These two thresholds will focus the single noise events logged by the noise monitor on events more likely generated by aircraft overflights. Only those events which exceed both thresholds will be noted as noise events and included as part of the raw data. Single events meeting both criteria will be retained and analyzed to consider all noise present at the site, regardless of its level.

In addition, a 5-second sound file of each noise event will be saved within the instrument's memory. These 5-second sound files will be used to differentiate between aircraft and non-aircraft noise sources. Using information recording during the field measurement period, the consultant will evaluate and summarize the recorded noise events. Tables summarizing noise events will be presented using the following metrics: Lmax, Leq, SEL, and CNEL.

Responsibilities:

Consultant: Coffman Associates will coordinate with the Sponsor's staff and interested parties in requesting noise measurement locations and to conduct noise monitoring and analysis.

Sponsor: Provide input on noise measurement locations and review analysis.

Product: An analysis of up to four (4) days of noise measurement data and a comparison with Airport Environmental Design Tool (AEDT)-predicted values.

Task I-3.2 – Radar Flight Tracking and Aircraft Departure Profile Analysis

Description: In order to develop accurate, reliable, and valid noise contours, the AEDT requires the input of reasonable arrival and departure flight tracks for the airport. The flight track data will be downloaded directly from Vector Airport Systems. Flight track data will be broken down by operation type and mapped on the study area base map. Generalized flight tracks for various classes of aircraft will be developed for noise modeling based on an analysis of the raw flight track data. An aircraft profile analysis will also be prepared using the flight track data.

AEDT departure profile data will also be compared to actual aircraft profile information developed from the radar flight track data obtained earlier in this task. Up to four aircraft types will be compared based on data available from the radar flight tracking analysis. This will be used to evaluate aircraft departure profile parameters in the AEDT.

Responsibilities:

Consultant: Coffman Associates will map, analyze, and prepare the flight track and departure profile analysis.

Sponsor: Review the Consultant's analysis.

Product: Plots of up to five days of aircraft flight tracks and aircraft departure profile analysis for evaluating the aircraft departure parameters in the computerized noise model.

Task I-3.3 – Refine Operational Fleet Mix Forecasts

Description: Utilizing the current operations and the aviation forecasts from the most recent Camarillo Airport Master Plan, prepare a more detailed forecast of the aircraft fleet mix and day/night split of activity. The fleet mix projections will be developed for commercial service aircraft utilizing information such as airline fleet orders and local market trends. The general aviation fleet mix forecasts will take into account local and national trends in aircraft mix. Interviews with military units will be used to determine forecast for military aircraft. Current activity schedules and activity logs will be used in formulating the day/night activity split. The fleet mix forecasts, and day/night split of activity will be of sufficient detail to serve as input into the AEDT for forecasts of future aircraft noise exposure.

Responsibilities:

Consultant: Responsible for analyses in this task.

Sponsor: Provide operations, landing reports, and based aircraft lists as needed and review Consultant analysis.

Product: A detailed aircraft fleet mix forecast broken down by daytime and nighttime operations.

Task I-3.4 – Existing Aircraft Noise Exposure

Description: Using data from previous work tasks, aircraft noise exposure will be calculated using the latest version of the AEDT. Noise levels, at five-CNEL increments, will range from 65 CNEL to 75 CNEL. The noise contour map will represent average annual conditions for a 12-month period, ending with the month for which the most recent data are available when the forecasting analysis is started. This will be taken as an estimate of 2022 noise conditions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: An AEDT analysis describing noise contours at 65, 70, and 75 CNEL levels. A map of aircraft noise exposure contours for 65, 70, and 75 CNEL levels. This map provides the basis for the 2022 Noise Exposure Map which the Sponsor may submit to the FAA under 14 CFR Part 150.

Task I-3.5 – Noise Contour Comparison

Description: Noise measurement data from Camarillo Airport will be used to validate the AEDT input assumptions and existing condition noise exposure contours. An AEDT grid point analysis will be prepared for the purpose of comparing the annual average noise levels from the field noise monitor sites. This comparison will be used to provide support or justify adjustments to the AEDT input assumptions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Provide noise measurement data and review analysis.

Product: Noise contour validation analysis.

Task I-3.6 – Future Baseline Aircraft Noise Exposure

Description: Based on the refined forecasts developed in previous tasks, an AEDT contour analysis will be prepared, assuming no new noise abatement actions for the five-year forecast condition (2027).

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: Noise analyses showing CNEL 65, 70, and 75 noise contours for the five-year forecast condition. The 2027 map will be the basis for the five-year Noise Exposure Map which the Sponsor may submit to the FAA under 14 CFR Part 150.

Task I-3.7 – Long Range Aircraft Noise Exposure

Description: Based on the refined forecasts developed in previous tasks, an AEDT contour analysis will be prepared, assuming no new noise abatement actions for the 20-year forecast condition (2042).

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: Noise analyses showing CNEL 65, 70, and 75 noise contours for the 20-year forecast condition. The 2042 map will be the basis for long range land use planning and will not be submitted to the FAA under 14 CFR Part 150. It is anticipated that this noise exposure contour and supporting information will be included in an appendix.

Task I-3.8 – Working Paper No. 2, Aircraft Noise Exposure

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain noise contour maps for the baseline existing condition. It will also include baseline noise exposure for the five-year forecast conditions. This working paper will represent a draft version of Chapter Two of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-3. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in pdf format will also be provided in English and Spanish.

TASK I-4 – NOISE IMPACTS

Task I-4.1 – Land Use Impact Guidelines

Description: Land use impact guidelines for use in evaluating noise impacts will be selected. The Consultant will present options to the Sponsor with the understanding that the FAA's Land Use Compatibility Guidelines, as presented in 14 CFR Part 150 will be given significant weight. Potential variations on the FAA guidelines may be considered based on official guidelines developed through authoritative studies or by official local government agencies.

Responsibilities:

Consultant: Coffman Associates will be responsible for presenting potential and recommended land use impact criteria.

Sponsor: Review and approval of guidelines.

Product: Land use impact guidelines for use in noise impact analysis.

Task I-4.2 – Growth Risk Analysis

Description: Using the results of previous tasks completed in Element I-4, areas with the greatest potential for non-compatible development, as well as land use control inconsistencies will be identified. Growth risk areas will be categorized by type of residential land use. In addition, the potential development of non-compatible institutional uses will be identified.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A growth risk analysis, including mapping residential growth areas and potential non-compatible institutional uses in the study area.

Task I-4.3 – Land Use and Population Impacts

Description: Existing and future aircraft noise contours will be compared with existing non-compatible land use and potential future non-compatible land use. Maps for the current and forecast conditions will show the location of non-compatible land uses with respect to aircraft noise contours. Tabulations of non-compatible land uses by five-

CNEL increments will be produced from previously digitized land use and growth risk data.

The population exposed to noise will be estimated for the baseline and future year noise contours by five-CNEL increments. Impacts for the forecast years will include estimates of potential future population based on the growth risk analysis. The resulting single-number rating for each baseline noise condition will be used in comparisons with noise contours produced in subsequent analyses of potential noise abatement measures.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A map of non-compatible land uses and aircraft noise contours for the baseline condition and the five-year forecast condition. A summary of the non-compatible land uses, and population exposed to aircraft noise by five-CNEL increments from 65 to 75 CNEL.

Task I-4.4 – Working Paper No. 3, Noise Impacts

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain noise contour maps and an analysis of noise impacts for the baseline existing condition and the five-year forecast condition. This working paper will represent a draft version of Chapter Three of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task 4. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-5 – FINAL NOISE EXPOSURE MAP REPORTS

Task I-5.1 – Draft Noise Exposure Map Documentation

Description: Organize draft final documentation in support of the Noise Exposure Maps (NEM) prepared under Tasks I-2 through I-4. All documentation required by 14 CFR Part 150, including the following, will be provided:

- revisions of working papers 1 through 3 previously distributed for review by the Sponsor and the PAC;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Exposure Maps and copies of all written comments received on the study;
- preparation of FAA's Noise Exposure Maps Checklist; and
- printed and electronic version of a draft final document.

Responsibilities:

Consultant: Coffman Associates is responsible for making revisions to the narrative and graphics for the draft NEM.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Draft final copies of documentation in support of the Noise Exposure Maps suitable for submission to the Sponsor for review and approval. Fifteen (15) hard copies will be provided in English and fifteen (15) hard copies will be provided in Spanish. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NEM (15 copies). Electronic PDF version of the draft final will also be prepared in English and Spanish.

Task I-5.2 – Final Noise Exposure Map Documentation

Description: Prepare final documentation in support of the NEM prepared under Tasks I-2 through I-4. All documentation required by 14 CFR Part 150, including the following, will be provided:

- revisions of Draft Noise Exposure Map Document previously distributed for review by the Sponsor;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Exposure Maps and copies of all written comments received on the study;
- printed and electronic version of a final document.

Responsibilities:

Consultant: Coffman Associates is responsible for final revisions to the narrative and graphics for the final NEM.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Final copies of documentation in support of the NEM suitable for submission by the Sponsor to the FAA. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a

supplemental volume documenting the public involvement process, including all written comments received on the NEM (up to 10 copies).

TASK I-6 – NOISE ABATEMENT ALTERNATIVES

Task I-6.1 – Noise Abatement Issues

Description: The Consultant will identify noise abatement issues at the airport based on the analysis undertaken in previous elements, consultations with airport staff and PAC, and based on comments raised at public workshops.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of noise issues for consideration in the noise abatement alternatives analysis.

Task I-6.2 – Aviation Technical Conference

Description: A working session will be held among the airport management, aviation officials, airport users, and Consultant to discuss technical aspects of potential noise abatement strategies for consideration of future applications at the airport. It is expected that those attending the meeting will be the aviation specialists serving on the PAC. Additional aviation interests will be invited as necessary. The purpose is to review the Consultant's preliminary screening of noise abatement techniques and to provide a forum for presenting other noise abatement ideas.

Responsibilities:

Consultant: Coffman Associates will prepare a list of potential participants and submit to Sponsor for approval and facilitate discussions regarding noise abatement techniques. Coffman Associates will prepare meeting minutes.

Meeting minutes will be translated into Spanish.

Sponsor: Coordinate with Consultant in setting up meeting. Provide a meeting location.

Product: A joint understanding among all participants of the potential for noise abatement and the scope of the forthcoming noise abatement analysis. Summary minutes.

Task I-6.3 – Noise Abatement Analysis Criteria

Description: Based on input received through the coordination process and the Consultant's independent analysis, criteria will be developed to evaluate potential noise abatement alternatives. Criteria are expected to include noise impact reduction, airspace impacts, impacts on capacity, safety, cost, user/operator acceptability, feasibility of implementation, and legality.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Criteria for judging the acceptability, cost, and effectiveness of potential noise abatement procedures.

Task I-6.4 – Screening of Noise Abatement Alternatives

Description: Various aircraft noise abatement techniques that could be applied to the airport will be identified and screened. This will include each measure identified in 14 CFR Part 150. Additional measures drawn from use at other airports and based on input from the PAC, one-on-one coordination with aviation-related agencies and users, the Aviation Technical Conference, and other local interest groups will also be identified and screened.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and description of aircraft noise abatement alternatives that potentially can be effective in reducing aircraft noise exposure. Documentation of those alternatives that cannot be effective will also be developed.

Task I-6.5 – Potential Noise Abatement Alternatives and Scenarios

Description: Based on the screening results of the previous task, noise abatement procedures will be identified for potential application in the future. Detailed descriptions of the potential procedures will be developed. Opportunities for the combined use of several procedures will be identified.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Descriptions of potential operational scenarios that may be expected to reduce noise impacts in the study area.

Task I-6.6 – Noise Exposure of Abatement Alternatives/Scenarios

Description: The noise abatement scenarios identified in the previous task will be modeled using the most current version of the AEDT to produce CNEL contours. Alternatives and scenarios are expected to be based on five-year forecast conditions. Maps of each run will be prepared showing contours ranging from 65 to 75 CNEL. Supplemental noise analysis, such as grid point analysis, will be produced as the Consultant deems necessary.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Noise contour maps for each of a series of operational alternatives/scenarios.

Task I-6.7 – Land Use and Population Impacts of Alternatives

Description: Estimates of the number of noise-sensitive land uses and resident population exposed to aircraft noise, by five-CNEL increments from 65 to 75 CNEL, will be developed for each scenario modeled in the previous task, using the Consultant's computerized impact analysis system. To facilitate comparisons among the alternatives, population counts will be developed for each alternative and scenario.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Estimates of land use and population exposed to noise for each alternative.

Task I-6.8 – Working Paper No. 4, Noise Abatement Alternatives

Description: A working paper will be prepared summarizing the work done under this element. This will involve developing narrative and graphic presentation of the analyses and evaluations, explanation of results, and a final list of noise abatement alternatives deserving serious consideration for implementation. This working paper will represent a draft version of Chapter Four of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-6. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-7 – LAND USE ALTERNATIVES

Task I-7.1 – Land Use Management Issues

Description: The Consultant will identify land use management issues in the study area based on discussions with the airport staff and PAC and based on comments raised at public information workshops. An effort will be made to consider all key land use issues in the airport vicinity, including those related to general community development as well as to noise compatibility.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of land use issues for inclusion in subsequent tasks.

Task I-7.2 – Land Use Management Technical Conference

Description: Representatives from regional and local planning agencies will be invited to a Land Use Management Technical Conference. Potential land use management alternatives will be discussed to determine their potential suitability in the study area and their feasibility for implementation. Alternatives deserving further consideration and more detailed evaluation will be identified.

Responsibilities:

Consultant: Coffman Associates will prepare a list of potential participants and submit to Sponsor for approval and facilitate discussions regarding land use management techniques. Coffman Associates will prepare meeting minutes.

Meeting minutes will be translated into Spanish.

Sponsor: Attend meeting.

Product: A joint understanding among all participants of the potential land use management measures deserving more detailed analysis and consideration. Summary minutes.

Task I-7.3 – Screening of Land Use Management Techniques

Description: This task involves the identification and screening of various land use management techniques that could be applied in the airport vicinity. Each measure specifically designated in 14 CFR Part 150 will be screened. Additional measures drawn from use at other airports and based on input from the PAC and the Land Use Technical Conference will also be identified and screened. These techniques may include, but not necessarily be limited to, changes in existing zoning districts, creation of new zoning classifications, modification of other development regulations and building codes, property and easement acquisition, sound insulation, and other mitigation measures. Criteria will be developed to evaluate possible alternatives based on the potential for impact reduction, cost, political acceptability, feasibility of implementation, and legality.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and documentation of land use management alternatives that may be effective in promoting land use compatibility. Documentation of those alternatives that is unlikely to be effective.

Task I-7.4 – Evaluation of Land Use Management Techniques

Description: The land use management techniques identified in the preceding task will be evaluated using the criteria set forth in that task and based on consultations with local land use planning officials.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and documentation of land use management techniques that can be effective in promoting land use compatibility around the airport.

Task I-7.5 – Identification of Preferred Land Use Alternatives

Description: Based on the Consultant's own evaluations and input from local land use agencies provided through the Land Use Technical Conference and one-on-one meetings, a list of land use management techniques deserving further consideration will be defined. These will be defined in relationship to the refined noise abatement alternatives from Task I-7.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of land use management alternatives deserving further consideration.

Task I-7.6 – Working Paper No. 5, Land Use Alternatives

Description: A working paper summarizing the work done under this element will be prepared. This will include narrative and graphic presentation of the analyses and evaluations conducted, explanation of results, and a list of measures deserving further consideration. This working paper will represent a draft version of Chapter Five of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-7. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-8 – NOISE COMPATIBILITY PLAN

Task I-8.1 – Refinement of Noise and Land Use Alternatives

Description: Based on the results of local review of Working Papers 4 and 5, potential noise abatement and land use management alternatives will be refined as necessary. This may involve the preparation of additional noise abatement scenarios or the review of additional land use alternatives. This information will be included in Working Paper 6, a technical appendix, or in an addendum to Working Papers 4 or 5, as appropriate.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A refined analysis of noise abatement and land use alternatives.

Task I-8.2 – Recommended Noise Abatement Element

Description: Based on the results of previous elements and tasks, and subsequent review by the PAC and the general public, recommended noise abatement procedures will be developed. This will involve the organization of the procedures into final scenarios for the current year and five-year forecast. This information will be coded for input to the AEDT.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A complete description of recommended noise abatement procedures.

Task I-8.3 – Abated Noise Contours

Description: Using the recommended noise abatement procedures from the previous task, the forecasts of aviation activity, and the existing operational procedures for the airport, develop abated noise exposure contours. The noise contours will be developed in five-CNEL increments for current conditions and five-year forecast conditions. The contours will be developed using the AEDT.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Noise exposure contour maps incorporating the final scenario procedures, in five-CNEL increments, beginning with the 65 CNEL level, for the current year and five-year forecast.

Task I-8.4 – Identification of Residual Impacts

Description: Based upon the recommended noise abatement procedures, the number of noise-sensitive land uses, and resident population exposed to noise will be estimated. These are impacts that will remain despite all reasonable efforts to abate noise. Population impacts will be measured by the level-weighted population methodology and absolute values.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Existing and potential land use and population impacts that remain after implementation of recommended noise abatement procedures.

Task I-8.5 – Recommended Land Use Management Element

Description: Based on the results of previous elements and tasks and the input received from the PAC and the general public, final land use management recommendations will be formulated. They will be coordinated with local land use planning and regulatory agencies to ensure that they are realistic. Recommendations will identify ways to prevent, where possible, the development of new non-compatible

land uses within growth risk areas impacted by noise under the final plan. Recommendations will also be provided to mitigate any residual noise impacts that cannot be eliminated by noise abatement or by planning and regulation.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Final land use management and noise impact mitigation recommendations.

Task I-8.6 – Recommended Program Management Element

Description: Actions needed to administer, monitor, and update the Noise Compatibility Plan will be identified. These will be based on the Consultant's experience and input from the Sponsor and the local coordination process. This will be sufficient to meet 14 CFR Part 150 requirements for Noise Compatibility Programs.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A continuing program for review and update of the Noise Compatibility Program.

Task I-8.7 – Implementation Schedule, Strategies, and Documents

Description: Based on input from the Sponsor and the local coordination process, and the Consultant's experience and in-house library of documents and materials, implementation strategies, schedules, and documents will be developed for each of the recommended measures as needed and appropriate.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Recommended implementation strategies, a schedule, and documents to assist implementation.

Task I-8.8 – Working Paper No. 6, Noise Compatibility Program

Description: Develop a working paper describing the work prepared under this element. It will include the Consultant's recommendations relating to noise abatement, land use management, and program management. It will also include recommendations for scheduling and implementing the recommendations. This working paper represents the draft version of Chapter Six of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review working paper.

Product: A working paper covering the items in Element I-8. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in pdf format will also be provided in English and Spanish.

Task I-8.9 – Revised Noise Compatibility Program

Description: Chapter Six, Noise Compatibility Program, will be revised based upon comments from the PAC, Public Information Workshop, and other comments pertinent to the Part 150 process and resubmitted to the PAC.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and distribution to the PAC and Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-8. Coffman Associates is responsible for revising the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

TASK I-9 – FINAL NOISE COMPATIBILITY PROGRAM REPORTS

Task I-9.1 – Draft Noise Compatibility Program Document

Description: A document will be prepared and printed which includes the draft final working papers prepared under Tasks I-6 through I-8 (noise and land use alternatives and the noise compatibility plan) and other information required to meet submission requirements for a Noise Compatibility Program (NCP) according to 14 CFR Part 150. The work will include:

- revisions of working papers 4 through 6 previously distributed for review by the Sponsor and the PAC;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Compatibility Program and copies of all written comments received on the study;
- preparation of FAA's Noise Compatibility Program Checklist; and
- printed and electronic versions of a draft final document.

Responsibilities:

Consultant: Coffman Associates is responsible for revisions to the narrative and graphics for the draft NCP.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Draft final copies of the Noise Compatibility Program document, suitable for submission to the Sponsor for review and approval. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NCP (up to 10 copies).

Task I-9.2 – Final Noise Compatibility Program Document

Description: A document will be prepared and printed which includes the final working papers prepared under Tasks I-6 through I-8 (noise and land use alternatives and the noise compatibility plan) and other information required to meet submission requirements for an NCP according to 14 CFR Part 150. The work will include:

- revisions of Draft Noise Compatibility Plan Document previously distributed for review by the Sponsor;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Compatibility Program and copies of all written comments received on the study;
- printed and electronic versions of a final document.

Responsibilities:

Consultant: Coffman Associates is responsible for revisions to the narrative and graphics for the final NCP.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Final copies of the Noise Compatibility Program document, suitable for submission by the Sponsor to the FAA. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NCP (up to 10 copies).

**ELEMENT II –
PUBLIC COORDINATION AND COMMUNICATION**

TASK II-1 – PUBLIC COORDINATION AND COMMUNICATION

Task II-1.1 – Develop Graphic Schema and Project Website(s)

Description: Develop a customized uniform graphic schema for all presentation materials. The graphic schema will then be used for cover art, chapter headers and footers, exhibits, display boards, PowerPoint presentations, and any ancillary materials. The graphic schema will be used throughout the process to provide a uniform and professional feel to all materials.

Various project materials will be hosted on a custom project specific websites developed by the Consultant to allow public access to both English and Spanish project materials. During the planning process, draft chapters, PAC presentations, and PAC handout materials will be available on the websites. The websites will have a public involvement section which will include an FAQ section, notices of public information workshops, and a public comment section. All comments will be reviewed by the project team and pertinent comments will be addressed within the Draft and Final Noise Exposure Maps and Noise Compatibility Plan documents. The project websites will be hosted by the Consultant and a link will be available on the sponsor website. The project website will be available for the duration of the project.

Responsibilities:

Consultant: Coffman Associates will develop project specific websites. Host the project materials on a project specific website.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment. Link to the project website.

Product: Project websites that provide access for both English and Spanish project materials.

Task II-1.2 – Prepare Study Initiation Brochures

Description: Provide two hundred fifty (250) English and two hundred fifty (250) Spanish study initiation brochures 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 in the Part 150 planning goals and objectives of the study, as well as answer the most often asked questions about the process of conducting the study.

Responsibilities:

Consultant: Coffman Associates will write the brochure text. Coffman Associates will design and print study initiation brochures.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and approve for distribution.

Product: Up to two hundred fifty (250) English and two hundred fifty (250) Spanish study initiation brochures.

Task II-1.3 – Establish Planning Advisory Committee (PAC)

Description: Provide input on the membership of the Planning Advisory Committee (PAC). This non-voting group will be a membership of approximately 50 people. Much of the local coordination will be handled through the PAC, which is formed specifically to provide advice and feedback on the Noise Compatibility Study. The PAC will include representatives from all affected groups, including local residents, airport users, and local officials.

Responsibilities:

Consultant: Coffman Associates will provide input on membership selection

Arellano Associates will prepare and distribute invitations and maintain PAC membership list for Noise Compatibility Study support documentation.

Sponsor: Coordinate with the Consultant as necessary. Assist in the identification of potential PAC members. Send invitation letter to potential PAC members.

Product: Establishment of a Planning Advisory Committee (PAC).

Task II-1.4 – Planning Advisory Committee Meetings

Description: The Consultants and Sponsor will meet with the PAC to review working papers, to discuss study findings, and to identify issues deserving further study. Comments received during these meetings will be considered and evaluated, and where appropriate, additional analysis will be conducted in order to respond to those comments in the revised working papers. Graphic displays and handout materials will be prepared as needed to facilitate the meetings. Up to four (4) PAC meetings have been budgeted.

Responsibilities:

Consultant: Coffman Associates will prepare meeting notices to the PAC. Coffman Associates will provide presentations and necessary graphics at the meetings.

Arellano Associates will review and distribute meeting notices via email. Attend PAC meeting and facilitate PAC discussions. Prepare summary minutes.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Review and approve meeting notices. Arrange for meeting room. Coordinate jointly with Consultant.

Product: Up to four (4) PAC meetings with summary minutes.

Task II-1.5 – Local Coordination Meetings

Description: Meet with and give presentations to the Sponsor or other local groups as directed by the Sponsor. These meetings are expected to involve status reports on the study and presentations of final recommendations. Up to six (6) local coordination meeting trips have been budgeted during the study. It is assumed that these meetings would be held on trips other than the planned PAC meetings, Technical Conferences, and public hearing.

Responsibilities:

Consultant: Coffman Associates will provide presentations and necessary graphics at the meetings.

Arellano Associates will facilitate the meetings and will prepare summary minutes.

Materials will be translated into Spanish. If requested, an interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Direct/approve local coordination meetings as necessary. Arrange for meeting room if needed. Coordinate jointly with Consultant.

Product: Up to six (6) local coordination meetings.

Task II-1.6 – Public Information Workshops

Description: The working papers prepared for the Noise Compatibility Study will be presented to the general public at public information workshops. The workshops will be held after the PAC meetings (on the same day). Up to four (4) workshops have been budgeted.

Notification of the workshops will be accomplished using press releases, newspaper advertising, and e-mailing to interested citizens, neighborhood associations, and other groups in the area that may have an interest in the Noise Compatibility Study.

If needed, arrangements will be made to offer public participation in these meetings in either a hybrid (in-person and virtual) or completely virtual format.

Responsibilities:

Consultant: Coffman Associates will prepare press releases for the Sponsor. Coffman Associates will prepare mock-ups of meeting advertisements. Coffman Associates will prepare technical presentations and related graphics for the meetings.

Arellano Associates will arrange and pay for placement of ads in three local newspapers. It is assumed that the advertisements will be published on two days in each of the three newspapers prior to the scheduled meeting. Arellano Associates will facilitate meetings including staffing the sign-in table and will prepare summary minutes of meetings.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Review, approve, and send press releases to local media. Approve mock-ups of meeting advertisements. Arrange and pay for meeting room.

Product: News releases, meeting advertisements, display boards, and charts. Up to four (4) sets of public information workshops and summary minutes.

Task II-1.7 – Public Hearing

Description: One public hearing will be held on the recommended Noise Compatibility Plan to solicit comments from the public. Comments received at the hearing will be included in the final NCP documentation. The format of the hearing will be designed to encourage maximum two-way communication while discouraging a confrontational situation. The format can be selected from a variety of options, including incorporating the formal hearing with an informal workshop. The budget is based on a one-day hearing held with a public information workshop. This hearing/workshop is in addition to the workshops provided for in Task II-1.6.

If needed, arrangements will be made to offer public participation in this meeting in either a hybrid (in-person and virtual) or completely virtual format.

Responsibilities:

Consultant: Coffman Associates will prepare mock-ups of a legal notice and display advertisement.

Arellano Associates will distribute notices of the public hearing to members of the PAC and those on the public information workshop mailing list. Arellano Associates will arrange and pay for publication of legal notices two times before the public hearing in three newspapers of general circulation in the area. Arrange for hearing officer to moderate hearing. Arrange and pay for preparation of the public hearing transcript.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Arrange and pay for meeting room. Approve meeting notices and advertisements.

Product: Public hearing, transcript of hearing.

Task II-1.8 – Responses to Public Hearing Comments

Description: Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period on the Noise Compatibility Study.

Responsibilities:

Consultant: Coffman Associates will prepare responses to comments and submit them to the Sponsor for review.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and approve responses to comments.

Product: Responses to comments received at the public hearing for inclusion with Noise Compatibility Program documentation.

Task II-1.9 – Federal Aviation Administration Project Coordination

Description: FAA coordination is necessary throughout the development of the Noise Compatibility Plan document development. This task includes all conference calls, correspondence, comment reviews, comment responses, status requests, status reports, special meetings, and requested document revisions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Direct/approve FAA coordination as necessary.

Product: FAA coordination as necessary throughout the preparation of the Noise Compatibility Plan.

Task II-1.10 – Noise Compatibility Program Summary Brochure

Description: Prepare narrative and graphics for a brochure summarizing the Noise Compatibility Study in both English and Spanish. The brochure will summarize the study process, the scope of noise issues, and the recommendations of the Noise Compatibility Program. It will include a summary of past noise abatement efforts at the airport and will explain how noise has changed through the years. The brochure will be printed in full color and will not exceed eight to twelve pages. It will be designed for widespread distribution to the public.

Responsibilities:

Consultant: Coffman Associates will write the copy for the summary brochure. Coffman Associates will design and print a summary brochure.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and distribute.

Product: Up to two hundred fifty (250) English and two hundred fifty (250) Spanish copies of summary report.

OPTIONAL TASKS

Optional Task 1 – AEDT Flight Track Maps

Description: 14 CFR Part 150, Appendix A, Section 103(b[1]) states, “A map of the airport and its environs at an adequately detailed scale (not less than 1 inch to 2,000 feet) indicating runway length, alignments, landing thresholds, takeoff start-of-roll points, airport boundary, and flight tracks out to at least 30,000 feet from the end of each runway” must be obtained for input to the calculation of noise exposure contours. FAA has interpreted this section as a requirement to include flight track mapping exhibits at 1 inch to 2,000 feet that depict tracks 30,000 feet off each runway end in the Noise Exposure Maps (NEM) documentation. Exhibits for Camarillo Airport are anticipated to be approximately 36” x 48”.

Responsibilities:

Consultant: Coffman Associates will prepare extended flight track map exhibits.

Sponsor: Review.

Product: Prepare extended flight track map exhibits.

Optional Task 2 – Prepare Aviation Demand Forecasts

Description: Develop aviation 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 relatively 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) Operational mix by type and Airport Reference Code/Runway Design Code
- d) Peak hour operations.
- e) Annual instrument approaches (AIAs).

f) Critical design aircraft.

Responsibilities:

Consultant: Coffman Associates will prepare aviation demand forecast. Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review.

Product: Prepare extended flight track map exhibits.

EXHIBIT B

SCHEDULE OF COMPLETION

The CONSULTANT shall complete the work on the Project Elements 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 or FAA 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.

EXHIBIT C

FEEES AND PAYMENT

I. FEES

A. Payment for work outlined in this Scope of Services shall be a lump sum not to exceed Seven Hundred Seventy Thousand Nine Hundred Forty-Three Dollars (\$770,943).

These fees shall include all labor, materials, expenses, and incidentals necessary to complete the work as described herein. A Project Cost Breakdown is included as Exhibit C-1 to this Scope of Services.

II. PAYMENTS

The COUNTY will make payments to the CONSULTANT as follows:

Progress payments will be made monthly upon presentation of an invoice and completed COUNTY claim form in accordance with "Fees and Payment" for work actually completed, but not exceeding 80 percent (80%) of the fee allocated for a stage until the completion of the work for that stage. Payments will be processed within thirty (30) days of receipt of invoice and completed COUNTY claim form, or ten (10) days from receipt of invoice and completed COUNTY claim form by the Auditor-Controller's office.

Part A – Basic Services	<u>Fee Allocation</u>	
	80%	100%
Element 1	\$323,378	\$404,222
Element 2	\$267,334	\$334,167
Optional Tasks	\$26,043	\$32,554
	Total	\$770,943

EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
CAMARILLO AIRPORT

	PRIME CONSULTANT (Hourly Rate)						TOTAL
	Principal	Senior Professional	Professional	Technical	Total Labor	Expenses	
	\$292	\$268	\$158	\$120			
ELEMENT I- PREPARATION OF THE 14 CFR PART 150 STUDY DOCUMENTATION							
Task I- 1 - INITIATION							
Task I- 1.1 Prepare Work Scope and Budget	4		4	4	\$2,280		\$2,280
Task I- 1.2 Prepare Study Workbooks (6)				16	\$1,920	\$200	\$2,120
Task I- 1.3 Prepare Technical Information Papers (6)				8	\$960	\$250	\$1,210
Subtotal	4	0	4	28	\$5,160	\$450	\$5,610
Task I-2 - INVENTORY OF EXISTING CONDITIONS							
Task I- 2.1 Secure Baseline Data and Documents	4	8	24	32	\$10,944	\$2,500	\$13,444
Task I- 2.2 Base Mapping		16	16	32	\$10,656		\$10,656
Task I- 2.3 Study Area Boundary		4	8	8	\$3,296		\$3,296
Task I- 2.4 Existing Land Use		16	16	32	\$10,656		\$10,656
Task I- 2.5 Future Land Use Controls and Plans		16	8	24	\$8,432		\$8,432
Task I- 2.6 Land Use Development Trends		8	16	16	\$6,592		\$6,592
Task I- 2.7 Working Paper No.1, INVENTORY (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	8	76	104	176	\$60,256	\$2,660	\$62,916
Task I-3 - AVIATION NOISE ANALYSIS							
Task I- 3.1 Field Noise Measurements		8	56	80	\$20,592	\$4,500	\$25,092
Task I- 3.2 Radar Flight Tracking and Aircraft Departure Profile Analysis		8	16	16	\$6,592		\$6,592
Task I- 3.3 Refine Operational Fleet Mix Forecasts		16	8		\$5,552		\$5,552
Task I- 3.4 Existing Aircraft Noise Exposure			40	24	\$9,200		\$9,200
Task I- 3.5 Noise Contour Comparison			8	8	\$2,224		\$2,224
Task I- 3.6 Future Baseline Aircraft Noise Exposure			32	16	\$6,976		\$6,976
Task I- 3.7 Long Range Aircraft Noise Exposure			32	16	\$6,976		\$6,976
Task I- 3.8 Working Paper No 2, AIRCRAFT NOISE EXPOSURE (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	4	40	208	192	\$67,792	\$4,660	\$72,452
Task I-4 - NOISE IMPACTS							
Task I- 4.1 Land Use Impact Guidelines		8			\$2,144		\$2,144
Task I- 4.2 Growth Risk Analysis			8	16	\$3,184		\$3,184
Task I- 4.3 Land Use and Population Impacts			16	16	\$4,448		\$4,448
Task I- 4.4 Working Paper No. 3, NOISE IMPACTS (6)	4	16	16	16	\$9,904	\$160	\$10,064
Subtotal	4	24	40	48	\$19,680	\$160	\$19,840
Task I-5 - NOISE EXPOSURE MAP REPORTS							
Task I- 5.1 Draft Noise Exposure Map Documentation (30/30/30)	4	4	8	24	\$6,384	\$4,000	\$10,384
Task I- 5.2 Final Noise Exposure Map Documentation (20/20/20)	4	4	8	16	\$5,424	\$2,600	\$8,024
Subtotal	8	8	16	40	\$11,808	\$6,600	\$18,408
Task I-6 - NOISE ABATEMENT ALTERNATIVES							
Task I- 6.1 Noise Abatement Issues	4	8			\$3,312		\$3,312
Task I- 6.2 Aviation Technical Conference	12	12		8	\$7,680	\$2,400	\$10,080
Task I- 6.3 Noise Abatement Analysis Criteria		8	8		\$3,408		\$3,408
Task I- 6.4 Screening of Noise Abatement Alternatives		8	8		\$3,408		\$3,408
Task I- 6.5 Potential Noise Abatement Alternatives and Scenarios		8	16	16	\$6,592		\$6,592
Task I- 6.6 Noise Exposure of Abatement Alternatives/Scenarios		8	24	16	\$7,856		\$7,856
Task I- 6.7 Land Use and Population Impacts of Alternatives			16	24	\$5,408		\$5,408
Task I- 6.8 Working Paper No 4, NOISE ABATEMENT ALTS (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	20	60	88	96	\$47,344	\$2,560	\$49,904

EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
CAMARILLO AIRPORT

	PRIME CONSULTANT (Hourly Rate)						TOTAL
	Principal	Senior Professional	Professional	Technical	Total Labor	Expenses	
	\$292	\$268	\$158	\$120			
Task I-7 - LAND USE ALTERNATIVES							
Task I-7.1 Land Use Management Issues	4	8			\$3,312		\$3,312
Task I-7.2 Land Use Management Technical Conference	12	12		8	\$7,680	\$1,500	\$9,180
Task I-7.3 Screening of Land Use Management Techniques		4			\$1,072		\$1,072
Task I-7.4 Evaluation of Land Use Management Techniques		8	16	16	\$6,592		\$6,592
Task I-7.5 Identification of Preferred Land Use Alternatives		8	16	16	\$6,592		\$6,592
Task I-7.6 Working Paper No.5, LAND USE ALTERNATIVES (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	20	48	48	72	\$34,928	\$1,660	\$36,588
Task I-8 - NOISE COMPATIBILITY PROGRAM							
Task I-8.1 Refinement of Noise and Land Use Alternatives		8	8	8	\$4,368		\$4,368
Task I-8.2 Recommended Noise Abatement Element		8	16	8	\$5,632		\$5,632
Task I-8.3 Abated Noise Contours			24	16	\$5,712		\$5,712
Task I-8.4 Identification of Residual Impacts			8	8	\$2,224		\$2,224
Task I-8.5 Recommended Land Use Management Element		8			\$2,144		\$2,144
Task I-8.6 Recommended Program Management Element		8			\$2,144		\$2,144
Task I-8.7 Implementation Schedule, Strategy and Documents		8	8		\$3,408		\$3,408
Task I-8.8 Working Paper No.6, NOISE COMPATIBILITY PROGRAM (6)	8	8	16	32	\$10,848	\$160	\$11,008
Task I-8.9 Revised NOISE COMPATIBILITY PROGRAM Chapter	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	12	56	96	104	\$46,160	\$320	\$46,480
Task I-9 - NOISE COMPATIBILITY PROGRAM REPORTS							
Task I-9.1 Draft Noise Compatibility Program Document (20/20/30)	4	4	16	24	\$7,648	\$1,000	\$8,648
Task I-9.2 Final Noise Compatibility Program Documentation (20/20/20)	4	4	16	24	\$7,648	\$1,000	\$8,648
Subtotal	8	8	32	48	\$15,296	\$2,000	\$17,296
ELEMENT II- PUBLIC COORDINATION AND COMMUNICATION							
TASK II-1 PUBLIC COORDINATION AND COMMUNICATION							
Task II-1.1 Develop Graphic Schema and Project Website(s)		4	4	8	\$2,664		\$2,664
Task II-1.2 Prepare Study Initiation Brochures (250/250)	4	4	8	8	\$4,464	\$1,500	\$5,964
Task II-1.3 Establish Planning Advisory Committee (PAC)	4	4			\$2,240		\$2,240
Task II-1.4 Planning Advisory Committee Meetings (4)	48	32		8	\$23,552	\$12,000	\$35,552
Task II-1.5 Local Coordination Meetings (6)	96			12	\$29,472	\$5,400	\$34,872
Task II-1.6 Public Information Workshops (4)	48	48		32	\$30,720	\$800	\$31,520
Task II-1.7 Public Hearing (1)	24	16		8	\$12,256	\$2,500	\$14,756
Task II-1.8 Responses to Public Hearing Comments	8	16	16	8	\$10,112		\$10,112
Task II-1.9 Federal Aviation Administration Project Coordination	32	16	16	16	\$18,080	\$2,500	\$20,580
Task II-1.10 Noise Compatibility Program Summary Brochure	0	8	16	16	\$6,592	\$2,500	\$9,092
Subtotal	264	148	60	116	\$140,152	\$27,200	\$167,352

EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
CAMARILLO AIRPORT

TOTAL STUDY COSTS BY ELEMENT

Coffman Associates					Labor	Expenses	Total	
Task I-1	INITIATION	4	0	4	28	\$5,160	\$450	\$5,610
Task I-2	INVENTORY OF EXISTING CONDITIONS	8	76	104	176	\$60,256	\$2,660	\$62,916
Task I-3	AVIATION NOISE ANALYSIS	4	40	208	192	\$67,792	\$4,660	\$72,452
Task I-4	NOISE IMPACTS	4	24	40	48	\$19,680	\$160	\$19,840
Task I-5	NOISE EXPOSURE MAP REPORTS	8	8	16	40	\$11,808	\$6,600	\$18,408
Task I-6	NOISE ABATEMENT ALTERNATIVES	20	60	88	96	\$47,344	\$2,560	\$49,904
Task I-7	LAND USE ALTERNATIVES	20	48	48	72	\$34,928	\$1,660	\$36,588
Task I-8	NOISE COMPATIBILITY PROGRAM	12	56	96	104	\$46,160	\$320	\$46,480
Task I-9	FINAL NOISE COMPATIBILITY PRGRAM REPORTS	8	8	32	48	\$15,296	\$2,000	\$17,296
ELEMENT I TOTAL		88	320	636	804	\$308,424	\$21,070	\$329,494
Task II-1	PUBLIC COORDINATION AND COMMUNICATION	264	148	60	116	\$140,152	\$27,200	\$167,352
ELEMENT II TOTAL		264	148	60	116	\$140,152	\$27,200	\$167,352
PRIME GRAND TOTAL		352	468	696	920	\$448,576	\$48,270	\$496,846

Subconsultant

Arellano Associates - Public Outreach and Translation Services	\$131,453	\$110,091	\$241,544
Project Total	\$580,029	\$158,361	\$738,390
Project Total With Optional Tasks	\$608,707	\$162,236	\$770,943

Arellano Associates PUBLIC OUTREACH AND TRANSLATION	Principal	Project Manager	Sr. Project Coord. 1	Graphics Lead	Project Coord.	Total Labor	Expenses	Total
	\$305	\$165	\$160	\$127	\$81			

ELEMENT I

Task I-1.2	Prepare Study Workbooks (6)	1	11	0	2	8	\$3,029	\$2,200	\$5,229
Task I-2.7	Working Paper No. 1, INVENTORY (6)	1	13	0	2	10	\$3,522	\$3,100	\$6,622
Task I-3.8	Working Paper No. 2, AIRCRAFT NOISE EXPOSURE (6)	1	10	0	2	6	\$2,701	\$2,200	\$4,901
Task I-4.4	Working Paper No. 3, NOISE IMPACTS (6)	1	9	0	2	3	\$2,291	\$1,000	\$3,291
Task I-5.1	Draft Noise Exposure Map Documentation (30/30/30)	1	15	0	2	16	\$4,341	\$4,500	\$8,841
Task I-5.2	Final Noise Exposure Map Documentation (20/20/20)	1	15	8	2	16	\$5,619	\$4,300	\$9,919
Task I-6.8	Working Paper No. 4, NOISE ABATEMENT ALTS (6)	1	13	0	2	10	\$3,522	\$2,800	\$6,322
Task I-7.6	Working Paper No. 5, LAND USE ALTERNATIVES (6)	1	11	0	2	8	\$3,029	\$2,300	\$5,329
Task I-8.8	Working Paper No. 6, NOISE COMPATIBILITY PROGRAM (6)	1	10	0	2	6	\$2,701	\$1,500	\$4,201
Task I-8.9	Revised NOISE COMPATIBILITY PROGRAM Chapter	1	9	0	2	4	\$2,373	\$500	\$2,873
Task I-9.1	Draft Noise Compatibility Program Document (20/20/30)	1	11	0	2	8	\$3,029	\$2,300	\$5,329
Task I-9.2	Final Noise Compatibility Program Documentation (20/20/20)	1	19	12	2	24	\$7,571	\$4,300	\$11,871
ELEMENT I TOTAL		12	146	20	24	119	\$43,728	\$31,000	\$74,728

ELEMENT II

Task II-1.1	Develop Graphic Schema and Project Website(s)	1	7	0	2	4	\$2,042	\$450	\$2,492
Task II-1.2	Prepare Study Initiation Brochures (250/250)	1	8	0	2	6	\$2,370	\$700	\$3,070
Task II-1.3	Establish Planning Advisory Committee (PAC)	1	9	8	0	16	\$4,373	\$200	\$4,573
Task II-1.4	Planning Advisory Committee Meetings (4)	1	15	20	0	40	\$9,235	\$11,212	\$20,447
Task II-1.5	Local Coordination Meetings (6)	1	35	60	0	90	\$23,000	\$21,624	\$44,624
Task II-1.6	Public Information Workshops (4)	3	55	60	0	150	\$31,800	\$32,952	\$64,752
Task II-1.7	Public Hearing (1)	3	20	20	0	40	\$10,672	\$9,553	\$20,225
Task II-1.8	Responses to Public Hearing Comments	1	9	0	0	8	\$2,444	\$1,700	\$4,144
Task II-1.10	Noise Compatibility Program Summary Brochure	1	7	0	0	4	\$1,788	\$700	\$2,488
ELEMENT II TOTAL		13	165	168	4	358	\$87,724	\$79,091	\$166,815
Arellano Associates Total							\$131,453	\$110,091	\$241,544

OPTIONAL TASKS	Hourly Rates					Total Labor	Expenses	Total	
	Principal	Senior Professional	Professional	Technical					
Coffman Associates									
Opt. Task 1	AEDT Flight Track Maps	\$292	\$268	\$158	\$120	\$4,144	\$1,000	\$5,144	
Opt. Task 2	Prepare Aviation Demand Forecasts	8	44	24	32	\$21,760	\$500	\$22,260	
Arellano Associates									
Opt. Task 2	Prepare Aviation Demand Forecasts	1	11	\$160	\$127	8	\$2,775	\$2,375	\$5,150
Optional Task Total						\$28,679	\$3,875	\$32,554	

**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 Aviation, a Woolpert Company (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 nonresponsive 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 nondomestic 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:

- 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 nonresponsive 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.

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 Nondiscrimination 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 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 Nondiscrimination 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 nondiscrimination 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);
- 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);

**AEA 22-06
CONTRACT**

- 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;

**AEA 22-06
CONTRACT**

- 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

**AEA 22-06
CONTRACT**

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)

- 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.
- 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:

**AEA 22-06
CONTRACT**

- 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)



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.

[REDACTED]

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>.

[REDACTED]

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

[Redacted]

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 [Redacted] _____

County of Ventura

By: _____

Title: _____

[Redacted Signature Area]

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [Redacted], 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 [Redacted] (location) this [Redacted] day of [Redacted]

By: _____

[Redacted Signature Area]

(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.

[REDACTED]

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.^{1, 2}
- 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:

[REDACTED]

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.

- [REDACTED]
- 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

[REDACTED]

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

- [REDACTED]
- 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

[REDACTED]

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

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 (DEVS)
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

[REDACTED]

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



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

July 11, 2022

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

Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0179-040-2022, When Offered, in an Estimated Amount of \$9,057,126, Which Will Provide Funds for the Taxiway Connectors Reconstruction and Relocation of an FAA Powerline at Oxnard Airport; Authorization for the Director of Airports or 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 that your Commission/Authority recommend that the Board of Supervisors (Board):

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-040-2022, when offered, in an estimated amount of \$9,057,126, which will provide funds for the taxiway connectors reconstruction and relocation of an FAA powerline at Oxnard 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 (90%)
Caltrans (up to 4.5%)*

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

Impact on other departments: *None*

<u>Summary of Revenue and Project Costs</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>
Revenue (Federal – FAA)	\$ 8,151,414*	\$ 0*
(State – Caltrans)	\$ 150,000*	\$ 0*
Direct Costs	<u>\$ 9,057,126</u>	<u>\$ 0</u>
Net Cost – Airport Enterprise Fund	<u>\$ 755,713</u>	<u>\$ 0</u>

**Estimated Total Grant Amount. Actual grant amount will be dependent upon FAA and Caltrans available funding for the different phases of work.*

Current Fiscal Year Budget Projection:

FY 2022-23 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$11,782,232	\$11,782,232	\$11,782,232	\$0
Revenue	8,940,205	8,940,205	8,940,205	0
Net Cost	\$ 2,842,027	\$ 2,842,027	\$ 2,842,027	\$0

Sufficient revenue and appropriations are available in the FY 22-23 capital budget.

Discussion:

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

In anticipation of the FAA’s deadline for grant award, the Board’s meeting schedule, and the anticipated construction schedule, staff requests that the DOA be authorized to accept FAA and Caltrans grants when offered, in an approximate amount, for the project described below. The grant estimate is based upon the projected eligible total project costs and will be adjusted lower or higher to reflect “based on bid” construction costs and available FAA funding.

The project has been programmed by the FAA under the FAA’s Airport Improvement Program. Caltrans will fund a matching grant for up to 5% of the federal funds through the California Department of Transportation matching grant program. Caltrans’ match of federal funds equates to up to 4.5% of the total project cost. The balance of the project funding will be borne by the Airport Enterprise Fund, including any gap in Caltrans’ matching grant due to available funding.

The project is comprised of the following elements:

TAXIWAY CONNECTORS RECONSTRUCTION, AND FAA POWERLINE RELOCATION

BASE BID: Taxiway Connector Improvements for Taxiways A and E, including paving, lighting, signage, grading, storm-drainage, marking and relocation of an FAA powerline.

BID ALTERNATE 1: Taxiway Connector Improvements for Taxiways B, C, and D, including paving, lighting, signage, grading, storm-drainage, and marking.

While the grant agreement for Grant No. 3-06-0179-040-2022 is not presently available, it is anticipated that the grant agreement will be similar to prior FAA grant agreements approved by the Board (2019 FAA Grant Agreement Example, Exhibit 1). These grant agreements require an executed Certificate of Sponsor's Attorney. Therefore, the Board 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.

On June 16, 2020, the Board found this project to be categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15302(b).

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



KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

Attachments:

Exhibit 1 – 2019 FAA Grant Agreement Example



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

[REDACTED]

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 eInvoicing 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.

[REDACTED]

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

[Redacted]

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 [Redacted]

County of Ventura

[Redacted Signature Area]

By:

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [Redacted], 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 [Redacted] (location) this [Redacted] day of [Redacted]

By: [Redacted Signature]
(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.^{1, 2}
- 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:

[REDACTED]

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.

- [REDACTED]
- 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

[REDACTED]

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

[REDACTED]

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

- [REDACTED]
- 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

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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_circularsand
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

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 (DEVS)
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	Expandable 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

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



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
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Fax: (805) 388-4366
www.ventura.org/airports

July 11, 2022

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

Subject: Authorization for the Director of Airports or Designee to Award Annual Consulting-Services Contracts for FY 2022-2023 to Coffman Associates, Inc., Aviation, a Woolpert Company, Mead and Hunt, Inc., and The Adams Companies, LLC, and to Issue Work Orders Against These Contracts

Recommendations:

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

1. Authorize the Director of Airports, or his designee, to award annual consulting-services contracts for fiscal year 2022-2023 to the consultants listed in the Annual Consultant Services Contracts Summary (Exhibit 1) using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (an exemplar contract form is attached as Exhibit 2); and
2. Authorize the Director of Airports, or his designee, to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by the Board, and for up to \$200,000 each work order for other services.

Fiscal/Mandates Impact:

Mandatory: *No*

Source of Funding: *Airport Enterprise Fund*

Impact on Other Departments: *None*

This action does not result in an immediate fiscal impact, as there is no obligation to issue any work orders against these annual contracts during the term of the contracts. A fiscal impact will occur only when work orders are issued. The Department of Airport's ("Department") proposed FY 2022-2023 budget reflects a total of \$625,000 programmed for these type of contracts.

Discussion:

To obtain professional consulting services for projects at Camarillo and Oxnard Airports for fiscal year 2022-2023, the Department reviewed previous year annual contract work, consultant performance, and anticipated future professional services requirements in order to determine which consultants and services should be retained under an annual contract arrangement. Based on this analysis, select consultants were invited to express their interest in forming an annual contract with the County. Invited consultants submitted proposed fee schedules which were reviewed and negotiated, and a list of proposed consultants was developed as shown in Exhibit 1.

The proposed contract form (Exhibit 2) has been negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual for Class II annual contracts. Class II annual contracts are approved by the Board each year. They are general contracts utilized for specific professional services when needed. Once an annual contract is in place, work orders are issued against the annual contract for specific services. No single work order can exceed \$200,000. The contracted services include, but are not limited to, engineering and plan review, specification writing, construction estimation, project oversight and inspection, planning, and environmental planning and review.

Consultants recommended for contracts have demonstrated qualifications required by the County. Negotiations have resulted in fee schedules considered fair and reasonable for the qualifications. Entering into an annual consulting-services contract does not guarantee any work for, or obligate the County to engage the services of, a consultant.

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



KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

Attachments:

- Exhibit 1 - Annual Consultant Services Contracts Summary
- Exhibit 2 - Contract

Department of Airports

Annual Services Contracts by Consultant for FY2022-2023

Coffman Associates, Inc.
Scottsdale, AZ
AEA 22-01 Limit: \$200,000

Services Under Contract
Environmental Planning
Environmental Review Services
Grant Support Administration Services
Planning

Jviation, a Woolpert Company,
Glendale, CO
AEA 22-02 Limit: \$200,000

Services Under Contract
Civil Engineering
Design Review Services Specification Writing
Grant Support Administration Services
Disadvantage Business Enterprise Support
Cost Engineer/Estimator

Mead and Hunt, Inc.
Windsor, CA
AEA 22-03 Limit: \$200,000

Services Under Contract
Civil Engineering
Design Review Services Specification Writing
Grant Support Administration Services
Disadvantage Business Enterprise Support
Cost Engineer/Estimator

The Adams Companies, LLC
Gilbert, AZ
AEA 22-04 Limit: \$25,000

Services Under Contract
Independent Fee Estimation

EXHIBIT 1

ANNUAL CONSULTING SERVICES CONTRACT

AE No. AEA 23-XX

PROFESSIONAL SERVICES CONTRACT for Oxnard and Camarillo Airports

This is an annual contract, made and entered into this July 1, 2022, by and between the COUNTY OF VENTURA, (COUNTY), and [INSERT NAME AND ADDRESS OF CONSULTANT] (CONSULTANT).

This contract (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 on an "as needed / as requested" basis, during the period from July 1, 2022 to June 30, 2023, 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 from time to time, which is on file with the 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. COUNTY will make payment only for services actually rendered. CONSULTANT is not entitled to payment for having been retained under this Contract. CONSULTANT is not entitled to perform work under this Contract except as requested by COUNTY, and COUNTY is not obligated to request any work under this Contract. Payment for services rendered shall be made bi-weekly, within 30 days from when the COUNTY receives an invoice, in accordance with "Fees and Payment," attached hereto as "Exhibit C."
4. 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.

EXHIBIT 2

5. 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 CONSULTANT or a principal of the firm.

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

6. 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, plus a pro-rata share of any percentage retention specified.

7. 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.

8. 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.

9. a. CONSULTANT shall, 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 minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
- 2) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000, if applicable.
- 3) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in annual aggregate coverage. Professional Liability insurance is not required if the CONSULTANT does not provide design services including the preparation of plans or specifications, or survey services as part of design or project layout during the completion of this Contract.

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 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.

10. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this Contract.

CONSULTANT:

COUNTY: COUNTY OF VENTURA

Signature

Keith Freitas, Director of Airports

Printed Name and Title

Taxpayer I.D. No.

EXHIBIT A

SCOPE OF WORK AND SERVICES

Consultant shall provide professional consulting services during the period from July 1, 2022 to June 30, 2023, as requested by the Director of Airports or his designated representative. Such services shall include, but are not limited to management consulting services, civil engineering, design review services, specification writing, grant support administration services, disadvantage business enterprise support, cost engineering/estimating, planning, environmental planning, environmental review services.

County retains the right to terminate any work requested for any reason by notifying Consultant in writing 60 days in advance and by paying all charges accumulated prior to such termination.

Consultant agrees to complete all work accepted by Consultant during the term of this contract.

All work performed under this contract shall be done under the general direction of the Director of Airports and the direction of the Deputy Director of Airports or his designated representative.

At the Agency's discretion, the Agency may provide Consultant with office space, telephone, computer, supplies and secretarial services at the Department of Airports Administrative Offices, Camarillo Airport, for use solely for the performance of services for the County.

END OF EXHIBIT A

EXHIBIT B

TIME SCHEDULE

All work under this contract shall be completed by June 30, 2023.

END OF EXHIBIT B

EXHIBIT C

FEES and PAYMENT

On presentation of invoice, payment shall be made for work completed, delivered and accepted at the following rates:

1. Fee Schedule (See Exhibit C-1)

County shall compensate Consultant at the above rate, but not to exceed the sum of **[INSERT CONTRACT AMOUNT]** for all assigned work completed.

END OF EXHIBIT C



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

July 11, 2022

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

Subject: Review Draft Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports

Recommendation:

Review draft Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports and provide input to staff.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

In April 2022, Department of Airports (Department) staff provided a draft Oxnard Airport Pilot Guide for review and input. Pilot Guides are an important element of the Voluntary Noise Abatement Program for both Camarillo and Oxnard Airports. The Department seeks to improve the type and quality of useful information provided to our stakeholders through multiple channels. For over the past year, the Department has been making continual improvements to the website and other electronic media, directly engaging with stakeholders, adding ways to contact the Department regarding noise issues, and improving written communication documents.

Based on feedback received to date, Coffman Associates has prepared draft Pilot Guides for both Camarillo and Oxnard Airports, which are provided in Exhibits 1 and 2. These updated Pilot Guides reflect an accurate graphical and textual representation of the Airport traffic patterns, enhanced depictions of noise sensitive areas, new reference to a right traffic pattern for Runway 25 at Oxnard Airport, and other updated information useful to pilots and others looking for a convenient reference guide for Oxnard Airport.

These updated drafts reflect input and direction received to date, which includes guidance from the Aviation Advisory Commission, the Camarillo/Oxnard Airport Authorities, as well as coordination with representatives of neighboring communities of Oxnard Airport. In the coming months, staff will continue to work with stakeholders to receive additional input. This will include coordinating with pilot groups, flight schools, and Air Traffic Control.

Once finalized and approved in a future meeting, Coffman Associates will be directed to prepare print-ready versions for publishing and distribution in print and electronic formats.

If you have any questions regarding this item, please call Dave Nafie at 388-4201, or me at (805) 388-4200.



KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

Attachment:

- Exhibit 1 – Draft Voluntary Noise Abatement Pilot Guide for Camarillo Airport
- Exhibit 2 – Draft Voluntary Noise Abatement Pilot Guide for Oxnard Airport

CAMARILLO AIRPORT FLY FRIENDLY PROGRAM

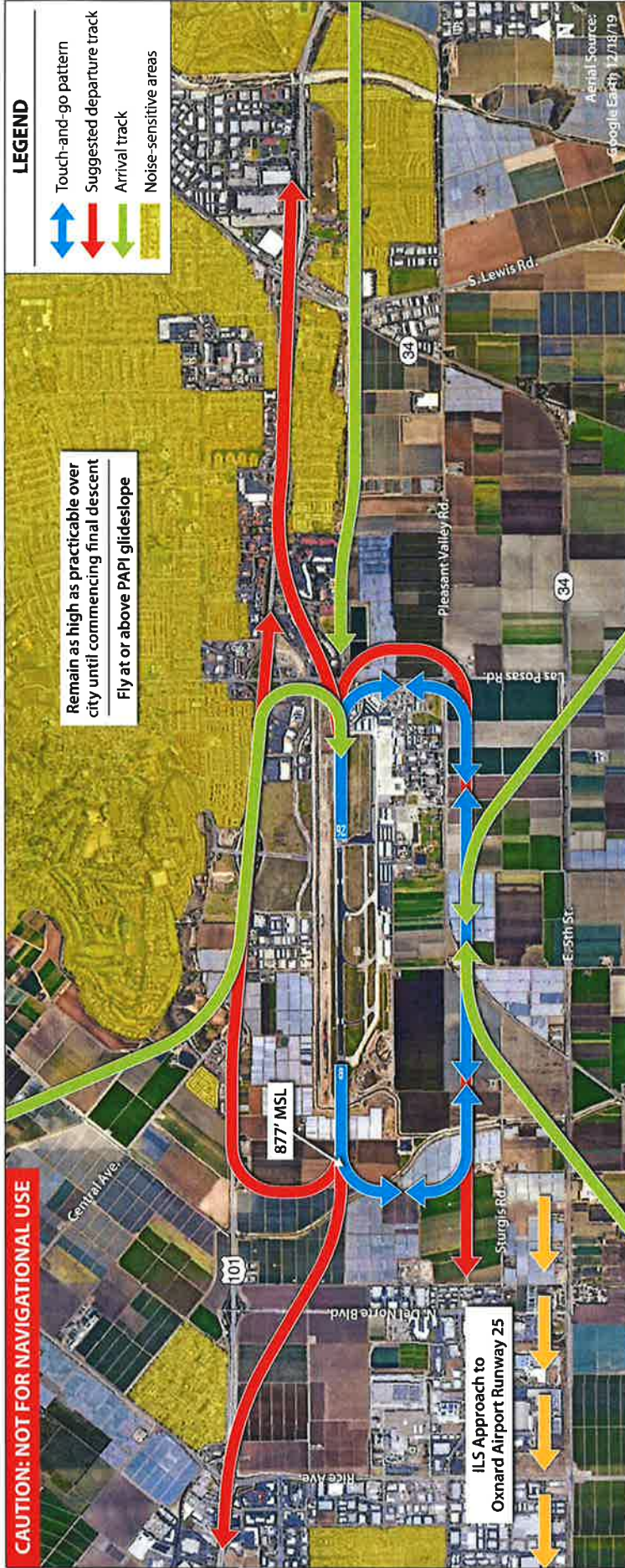


EXHIBIT 1

RECOMMENDED VOLUNTARY NOISE ABATEMENT PROCEDURES:

- The airport environs are noise-sensitive in all quadrants. Aircraft operators are requested to practice noise abatement fly quiet procedures whenever possible consistent with safety.
- No Aircraft departures between 0000-0500 without prior approval from the Airport Director.
 - Remain as high as practicable over residential areas during overflight, approaches, and departures.
 - Use best rate of climb when departing any runway.
 - No formation takeoffs or landings without prior permission from the Airport Director.
 - Utilize low energy approaches.
 - North traffic fly downwind over Highway U.S. 101.
 - Fly at or above PAPI glide slope on final approach.
 - Aircraft over published runway weight limit shall contact airport administration for approval and instructions.
 - When departing Runway 8, use best rate of climb and when altitude permits turn so as to avoid residential overflight before proceeding on course.
 - Exercise extreme caution when departing Runway 8 due to opposite direction instrument approach traffic.
 - Runway 8 arrivals use RIGHT traffic to avoid overflight of the City.
 - Late night arrivals use GPS Runway 8 approach when wind, weather, and safety permit.
 - Runway 8 departure to the east fly over Highway U.S. 101
 - Maintain pattern altitude until turning base leg for Runway 26 and Runway 8 traffic pattern.
 - When departing Runway 26, remain on runway heading until beyond the departure end of runway and reaching 700' AGL before proceeding on course.
 - When flying straight-in visual approaches to Runway 26, remain at or above PAPI glide path and avoid overflight of noise-sensitive areas north of extended centerline.
 - Aircraft should depart on Runway 26 when practicable.
 - Follow all ATC instructions.
 - No aircraft operations allowed by aircraft weighing over 115,000 pounds except for emergencies.
- Compliance with recommended noise abatement procedures is encouraged. No procedure should be allowed to compromise flight safety.**

CAMARILLO AIRPORT FLY FRIENDLY PROGRAM

LOCATION:

FAA Identification: CMA
 Lat/Long: 34-12.825000N 119-05.661667W
 Proximity to Camarillo: 3 miles west of city
 Field elevation: 77'
 Runway 08-26: 6,010' x 150'

TRAFFIC PATTERN ALTITUDES:

Light Aircraft - 877' MSL
 Multi-engine/Jet Aircraft - 1,077' MSL

COMMUNICATIONS:

CTAF: 128.20 (Pilot Controlled Lighting)
 ATIS: 126.02
 Camarillo Ground Control: 121.8
 Camarillo Tower: 128.20 (7:00 a.m. - 9:00 p.m.)
 Point Mugu App/Dep Control: 124.7
 Los Angeles Center: 135.5
 Santa Barbara RCAG: 327.1
 ASOS: 126.025 (ATIS freq.)
 CMA VOR (on field): 115.8

LANDING FEE:

Landing fees apply to aircraft over 12,500 lbs.

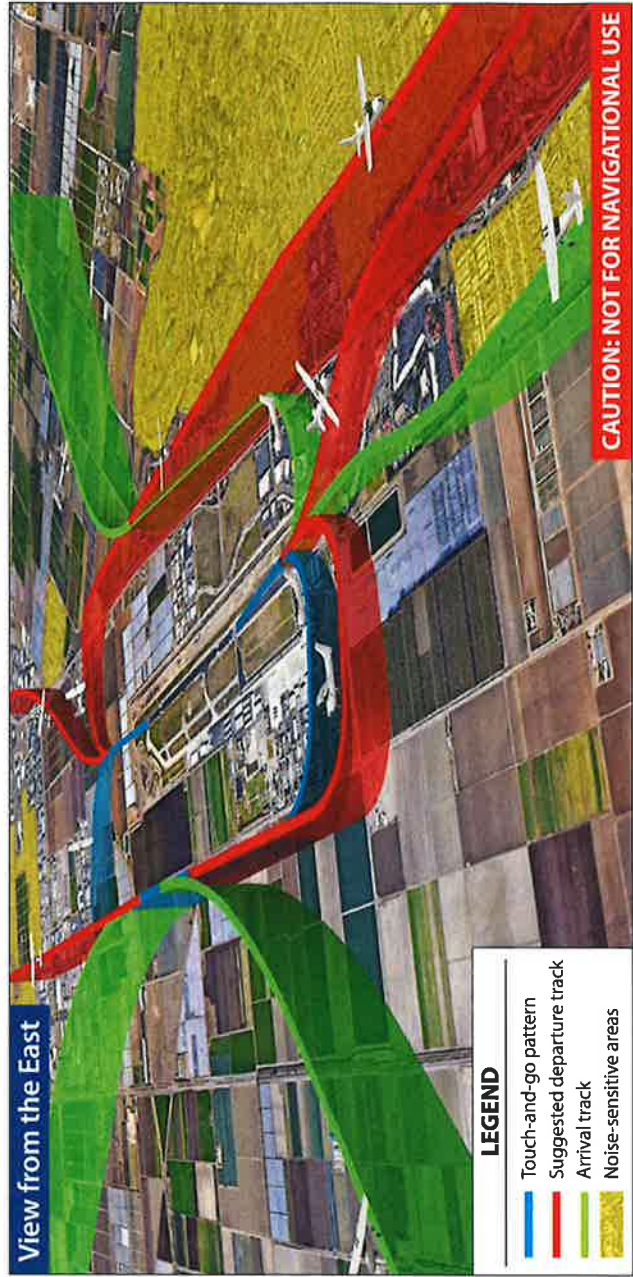
AIRPORT SERVICES:

- Full Service FBOs:**
- **Avex Aviation** (805) 603-4799
 AVFuel: 100LL and Jet A
 - **AIR 7** (805) 383-1100
 AVFuel: 100LL and Jet A
 - **Channel Islands Aviation** (805) 987-1301
 AVFuel: 100LL and Jet A
 - **Sun Air Jets** (805) 389-9301
 AVFuel: 100LL, Jet A, and SAF



View from the West

FLY OVER UNDEVELOPED LAND AND MAJOR THOROUGHFARES WHEN TRAFFIC ALLOWS, WHEN SAFE AND PRACTICABLE



View from the East

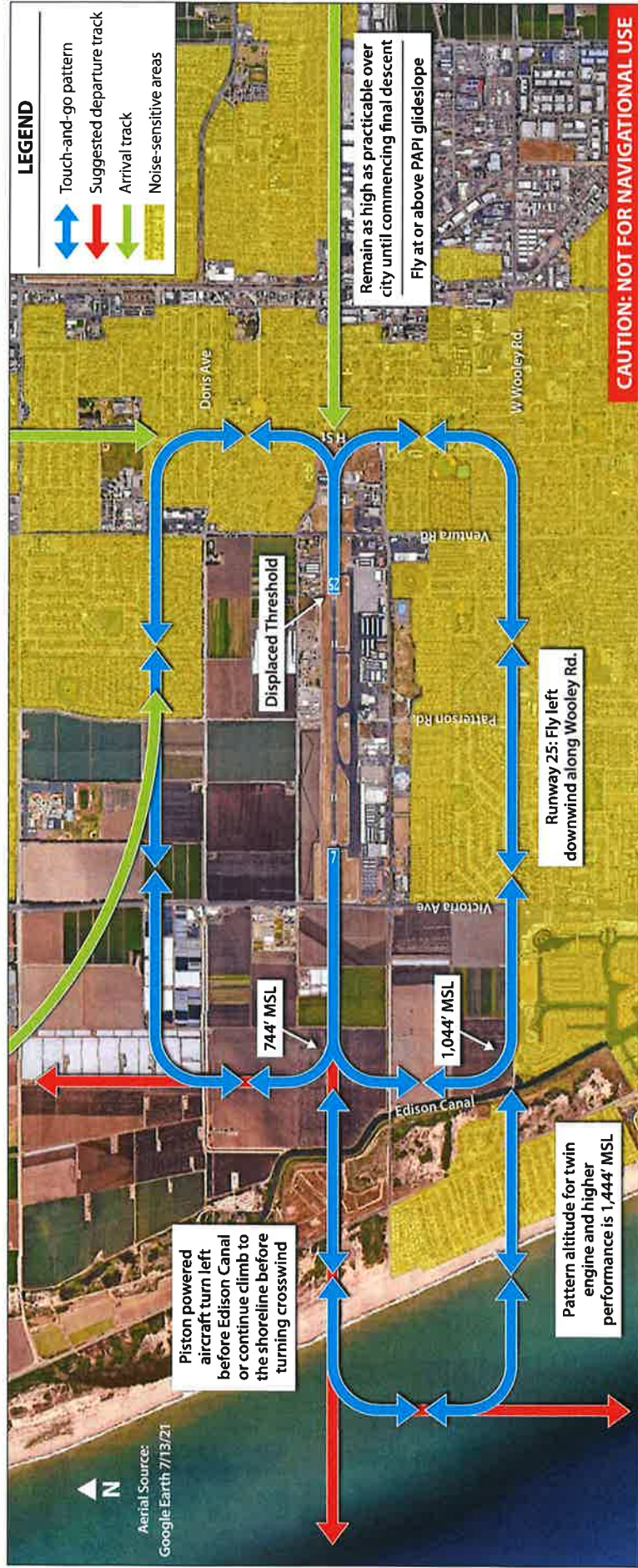
LEGEND

- Touch-and-go pattern
- Suggested departure track
- Arrival track
- Noise-sensitive areas

CAUTION: NOT FOR NAVIGATIONAL USE



OXNARD AIRPORT FLY FRIENDLY PROGRAM



CAUTION: NOT FOR NAVIGATIONAL USE

RECOMMENDED VOLUNTARY NOISE ABATEMENT PROCEDURES:

- The airport environs are noise-sensitive in all quadrants. Aircraft operators are requested to practice noise abatement fly quiet procedures whenever possible consistent with safety.
- Voluntary curfew - ALL operations - 11:00 p.m. to 6:00 a.m.
 - Older/louder turbojet aircraft are requested to avoid use of the airport
 - Remain as high as practical over residential areas during overflight, approaches, and departures.
 - Use best rate of climb when departing any runway.
 - No touch-and-go's or stop-and-go's between 8:00 p.m. and 7:00 a.m. (8:00 am on weekends).

- No formation takeoffs or landings without prior permission from the Airport Director.
- No high power engine run-ups for maintenance between 7:00 p.m. and 7:00 a.m.
- Late night arrivals use GPS Runway 7 approach when wind, weather, and safety permit.
- Use extreme caution when departing Runway 7 due to opposite direction instrument approach traffic.
- Southbound departures off Runway 25 by piston powered (less than 12,500 lbs.) aircraft, after reaching 700' AGL, turn left past the runway end and before the Edison Canal, or continue to coastline.
- Exercise extreme caution on Runway 25 due to Camarillo traffic and instrument approaches being conducted to Oxnard's Runway 25.

- Straight-in arrivals on Runway 25: cross the Camarillo Airport at or above 2000' and remain as high as practical over the city until commencing final descent. Conducted to Oxnard's Runway 25.
- No departures on Runway 7 from midfield intersection (Taxiway C).
- Runway 25 Pattern: requesting right traffic will reduce overflight of noise sensitive areas. Follow all ATC instructions.

Compliance with recommended noise abatement procedures is encouraged. No procedure should be allowed to compromise flight safety.

OXNARD AIRPORT FLY FRIENDLY PROGRAM

LOCATION:

FAA Identification: OXR
 Lat/Long: 34-12-02.9050N 119-12-26.0150W
 Proximity to Oxnard: 1 mile west of city
 Field elevation: 44.8'
 Runway 07-25: 5,953' x 100'
 (Runway 25 displaced threshold 453')

TRAFFIC PATTERN ALTITUDES:

Single Engine Aircraft - 1,044' MSL
 Multi-engine/Turbine Aircraft - 1,444' MSL

COMMUNICATIONS:

CTAF: 134.95 (Pilot Controlled Lighting)
 ATIS: 118.05
 Oxnard Ground Control: 121.9
 Oxnard Tower: 134.95 (7:00 a.m. - 9:00 p.m.)
 Point Mugu App/Dep Control: 124.7
 Los Angeles Center: 135.5
 Santa Barbara RCAG: 327.1
 ASOS: Phone (805) 382-0592
 Nearest NAVAID: CMA VOR 115.8, 067°/5.2 DME
 ILS-Runway 25: 108.7

LANDING FEE:

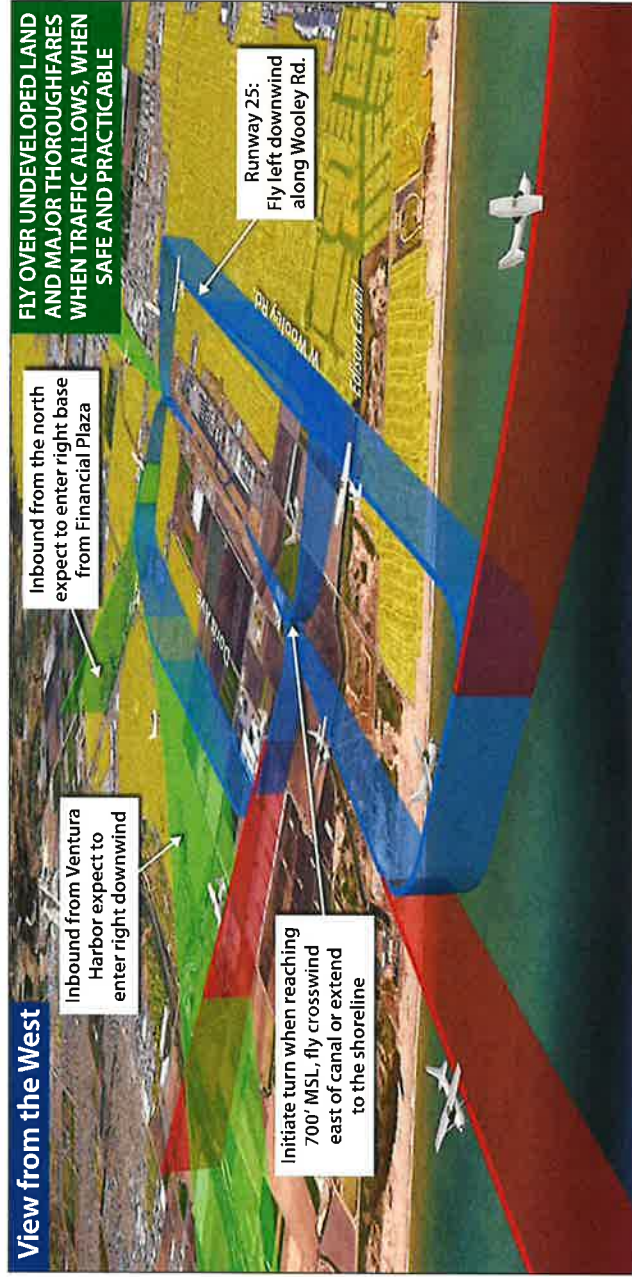
Landing fees apply to aircraft over 12,500 lbs.

AIRPORT SERVICES:

- Full Service FBOs:
- *Oxnard Jet Center* (805) 985-2490
 AVFuel: 100LL and Jet A
 - *Golden West Jet Center* (805) 382-9333
 AVFuel: 100LL and Jet A

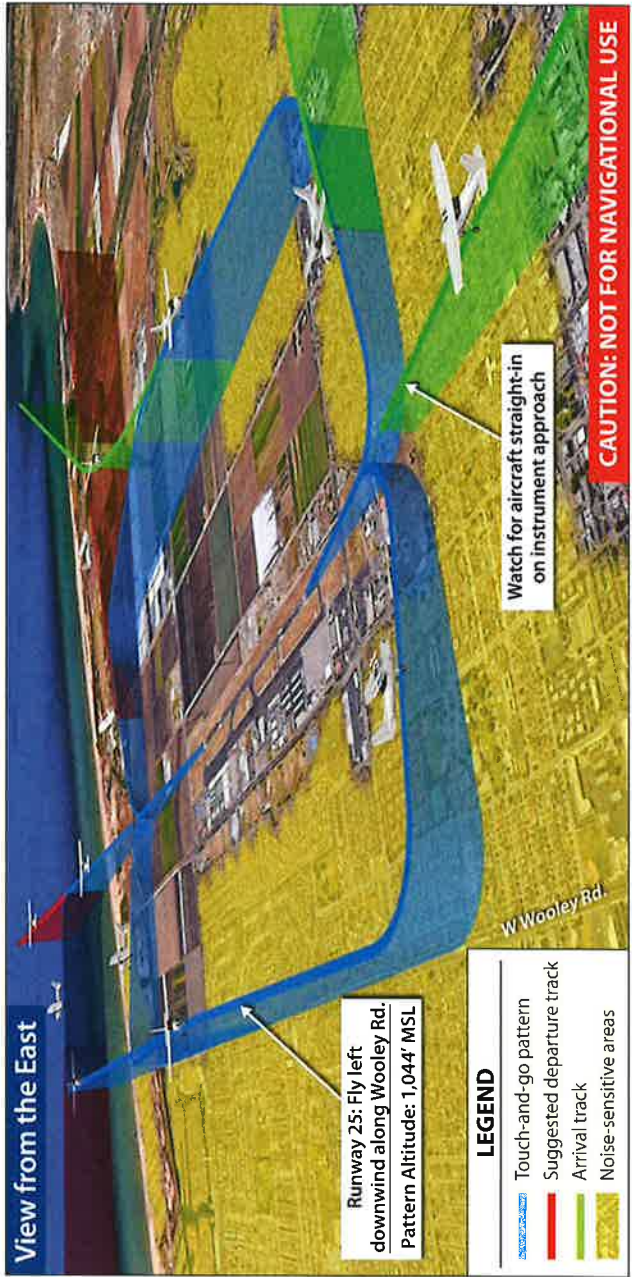


View from the West



FLY OVER UNDEVELOPED LAND AND MAJOR THOROUGHFARES WHEN TRAFFIC ALLOWS, WHEN SAFE AND PRACTICABLE

View from the East



CAUTION: NOT FOR NAVIGATIONAL USE



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

July 11, 2022

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

Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Master Administrative Agreement between the County of Ventura and the University of Alaska Fairbanks to Establish a Working Relationship for Unmanned Aircraft Systems Related Testing, Research, and Education

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the Master Administrative Agreement between the County of Ventura and the University of Alaska Fairbanks (Exhibit 1), to establish a working relationship for Unmanned Aircraft Systems (UAS) related testing, research, and education.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

Historically, the County's airports' clientele has been aircraft hangar developers, pilots, flight schools and providers of aviation-related services. In recent years however, a new market for airport use has emerged. Airports are now sought after for use as test sites for emerging aeronautical and aeronautical related technologies. This demand is being driven by a variety of factors. One is the ever-increasing interest with the aviation community of using UAS (unmanned aircraft systems or drones) for public safety, transportation and other commercial purposes. Another is the interest on the part of the

Federal Aviation Administration (FAA) in promoting research in technological advancement in the interest of policy formation and improved safety.

To capitalize on this market trend, the Department of Airports is proposing to establish a working relationship with the University of Alaska Fairbanks's Alaska Center for Unmanned Aircraft Systems Integration (ACUASI), which is also known as the Pan-Pacific UAS Test Range Complex, and actively market the County's airports as test sites for companies engaged in developing new aviation and aviation related technologies. In doing so, the County could benefit from (i) increased rent revenues, (ii) the ability to be an early adopter of technologies that improve airport operations, safety and noise reduction, and (iii) establishing a more diverse tenant population, diminishing the impact of economic downturns. Other benefits include the potential for new capital investment and additional jobs in Ventura County.

The risks identified in testing new technologies at the County's airports are similar to those that currently exist with the daily aircraft operations conducted at Camarillo and Oxnard Airports. The most significant risks associated with aircraft operations are related to safety of individuals on the ground and noise impacts. Any new technology-related testing operations conducted at these facilities would be mandated to comply with existing FAA operating rules and regulations. As a result, the safety risks would be the same as those that currently exist. It is important to note that adding different types of flight operations at the Airports would likely result in fewer standard training operations, such as fewer touch and go operations that have caused noise complaints, due to the added activity at the airport.

The purpose of the Agreement with the University of Alaska Fairbanks is to create a relationship that will enable Camarillo and Oxnard Airports to become members of the Pan-Pacific UAS Test Range Complex, making the airports available for use by third-parties for UAS-related testing, research and educational purposes in coordination with the University.

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

A handwritten signature in blue ink, appearing to read 'Keith Freitas', is written over the printed name and title.

KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

Attachments:

Exhibit 1 – Master Administrative Agreement

**MASTER ADMINISTRATIVE AGREEMENT
BETWEEN THE
UNIVERSITY OF ALASKA FAIRBANKS
AND
COUNTY OF VENTURA, CALIFORNIA**

This Master Administrative Agreement (“Agreement”) is dated as of _____, 2022, and is between the University of Alaska Fairbanks, in Fairbanks, Alaska (the “University”), and the County of Ventura, a political subdivision of the State of California (“County”).

RECITALS

- A. The University operates the Alaska Center for Unmanned Aircraft Systems Integration (ACUASI), which is also known as the Pan-Pacific UAS Test Range Complex. The ACUASI is one of seven sites in the United States designated by the Federal Aviation Administration (FAA) for testing unmanned aircraft systems (UAS).
- B. The County owns and operates two public airports, Camarillo Airport, in Camarillo, California, and Oxnard Airport, in Oxnard, California.
- C. The purpose of this Agreement is to create a working relationship between the University and the County that will enable Camarillo and Oxnard Airports to be members of the ACUASI, making Camarillo and Oxnard Airports available for use by third-parties for UAS-related testing, research and educational purposes in coordination with the University. It is expected that the University and the County will use various electronic and printed media to promote this relationship.
- D. When the University or the County are approached by a third-party entity interested in conducting testing at Camarillo or Oxnard Airport that entity should begin with the County to ensure that entity meets specific operational requirements. Once those requirements have been met the third-party entity will be directed to the University to coordinate securing all necessary FAA airspace/flight operation authorizations.
- E. In order to conduct UAS-related testing, research and educational activities with the assistance of the University at Camarillo or Oxnard Airport, the third-party entity must enter into (i) a memorandum of agreement with the University, under which the third-party entity agrees to reimburse the University for costs associated with completing the FAA airspace testing process, including acquiring a Certificate of Authorization (COA).

The University and the County therefore agree as follows:

AGREEMENT

1. TERM:

This Agreement commences on September 14, 2022, and continues for one year. This Agreement will automatically renew for subsequent one-year periods, unless terminated in accordance with Section 6.

2. PRINCIPAL CONTACTS; SITE VISITS

The principal contact for the County is Keith Freitas, Director of Airports. The principal contact for the University is Dr. Catherine Cahill, Director ACUASI.

The principal contacts will be in contact by telephone as needed. The principal contact for the University and relevant team members may visit the County-owned airport where UAS-related activity is being conducted by a third-party entity. University personnel must comply with all safety requirements imposed by the County during any such visit.

3. INSURANCE

Throughout the Term, the County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If requested, the County shall provide the University with a letter of self-insurance affirming the existence of the self-insurance program.

The University shall maintain in full force and effect, at its sole expense, a general self-insurance program with the same minimum coverage as that required of County above. If requested, the University shall provide the County with a letter of self-insurance affirming the existence of the self-insurance program.

4. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold the other party, its officers, regents, faculty, trustees, directors, agents and employees, harmless from and against all losses, liabilities, demands, suits, judgments, and claims, including reasonable attorneys' fees through appellate level, to the extent that such losses, liabilities, demands, suits, judgments, claims or fees are caused by the negligence of the indemnifying party, persons under its control, its employees, servants or agents (the "Indemnifying Party"), in performing its obligations under this Agreement.

Indemnification provided for in this section shall survive the termination or expiration of this Agreement.

5. THIRD-PARTY AGREEMENTS

The University will work directly with any third-party entity desiring to work with ACUASI. The University has the sole authority to determine whether the University will assist the third-party entity with the FAA airspace approval processes. All fees associated with this work will be paid by the third-party entity directly to the University.

The County will work directly with any third-party entity desiring to conduct UAS-related testing, research and educational purposes at Camarillo or Oxnard Airport, in coordination with the University. The County has sole authority to determine whether to allow use of Camarillo or Oxnard Airport. All fees associated with this work will be paid by the third-party entity directly to the County.

6. TERMINATION

Either party may terminate this Agreement for any reason or no reason, upon 30 days' advanced written notice to the other party.

7. AGREEMENT MODIFICATIONS

This Agreement may be modified only by a writing signed by both parties.

8. NOTICES

Any notices under this Agreement must be sent in writing to the representatives listed below by certified mail, return receipt requested, or by a recognized overnight courier, including, but not limited to, FedEx. If any party to this Agreement changes its address, notice of the address change is to be delivered to the other party in accordance with this section.

For the University of Alaska Fairbanks (Administrative):

Rosemary Madnick
Executive Director, Office of Grants and Contracts Administration
PO Box 757880, WRRB 008
Fairbanks, Alaska 99775-7880
Phone: (907) 474-7301
UAF-OGCA@ALASKA.EDU

For the University of Alaska Fairbanks (Technical/Programmatic):

Cathy Cahill, PhD
Director, ACUASI
2160 Koyukuk Drive
PO Box 757320
Fairbanks, Alaska 99775
Phone: (907) 455-2016
cfcahill@alaska.edu

For County Of Ventura (Administrative/Technical/Programmatic):

Keith Freitas
Director of Airports
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4200 Fax: (805) 388-4366
keith.freitas@ventura.org

9. USE OF NAME

Neither party may make (or have made on its behalf) or distribute any oral or written statement, information, advertisement, or publicity in connection with this Agreement that uses the other party's name, symbols, or trademarks without the other party's prior written approval, which approval may be granted by an email from the principal contact.

10. RELATIONSHIP OF PARTIES

The parties to this Agreement are independent contractors and nothing in the Agreement may be construed to be inconsistent with that relationship or status. Nothing contained in this Agreement may be construed to place the parties in a relationship of partners, joint venturers, or principal and agent.

11. HEADINGS

The paragraph headings contained in this Agreement are for reference purposes only and may not be used to affect the meaning or interpretation of this Agreement.

12. WAIVER

The waiver by any party of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach of the same or other provision.

13. COMPLETE AGREEMENT

The parties are not relying upon any promises, understandings, circumstances, conduct, negotiations, expectations, representations or agreements, oral or written, express or implied, other than those expressly set forth in this Agreement. This Agreement is a complete integration and constitutes the entire agreement of the parties with respect to this subject matter and supersedes any prior agreement pertaining to its subject matter.

14. SEVERABILITY

If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement will remain in full force and effect.

15. SIGNATORY AUTHORITY

Each signer below warrants that he or she has authority to sign on behalf of and bind the respective Party.

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first above written.

University of Alaska Fairbanks

County of Ventura

Rosemary Madnick
Executive Director, Office of Grants and
Contracts Administration

Keith Freitas
Director of Airports



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

July 11, 2022

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

Subject: Receive and File a Presentation on the Wings Over Camarillo Air Show at Camarillo Airport

Recommendation:

Receive and file a presentation on the Wings Over Camarillo Air Show taking place on August 20-21, 2022 at Camarillo Airport.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

The Camarillo Wings Association (CWA) will be holding their annual Wings Over Camarillo Air Show at Camarillo Airport. The theme for the air show is "Women in Aviation" and the event will feature aerial performances, a World War II tribute, a STEM pavilion, classic cars, and food trucks. A member of the CWA air show operations team, Robert Trimborn, will make an oral presentation regarding event details. The Department of Airports is working with the City of Camarillo, City of Oxnard, and the County of Ventura to share information regarding the annual event and associated aircraft operations.

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

KEITH FREITAS, A.A.E., C.A.E.
Director of Airports



COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending May 31, 2022

Hangars and Tie-downs:

Camarillo				Oxnard			
	Inventory	Occupied	Available		Inventory	Occupied	Available
Hangars				Hangars			
Private	170	170	0	Private	79	79	0
County	160	160	0	County	66	61	5
Out of Service	16	0	0	Out of Service	6	0	0
Total	346	330	0	Total	151	140	5
Tie-downs				Tie-downs			
County	96	47	49	County	7	1	6
AVEX	25	18	7	Goldenwest Jet Center	15	11	4
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2
Visitor	35			Visitor	11		
Total	191	95	61	Total	41	18	23

Airport Operations:

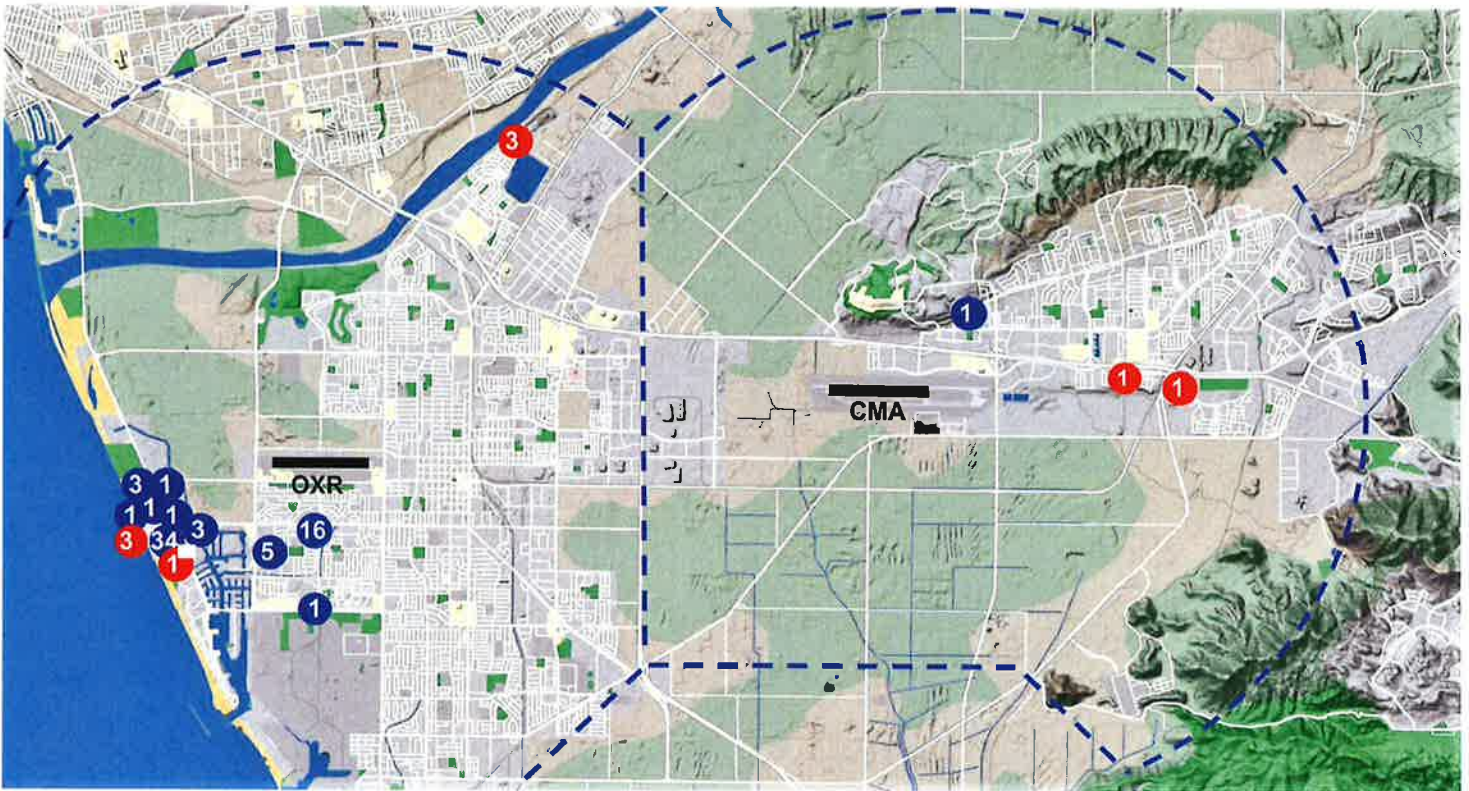
Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	18,217	8,107	Current Month	2	2
Last year for the month	15,008	8,094	Current year to date	22	5
% Change	21%	0%	CMA - Flat tire on TWY	7-May	
Current year to date	80,058	41,003	CMA - Flat tire on TWY	27-May	
Last year to date	68,435	39,017	OXR - Gear collapse	16-May No injuries	
% Change	17%	5%	OXR - Precaution Lndg	18-May Safe Lndg	

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	3
Cards issued to transient overnight aircraft	13	0
Noise/nuisance complaints	3	73
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	19	0

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



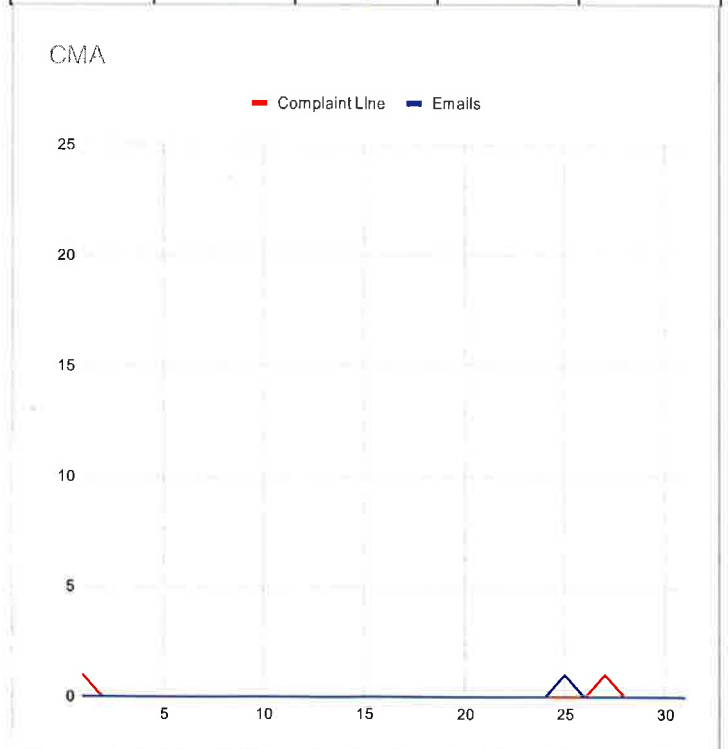
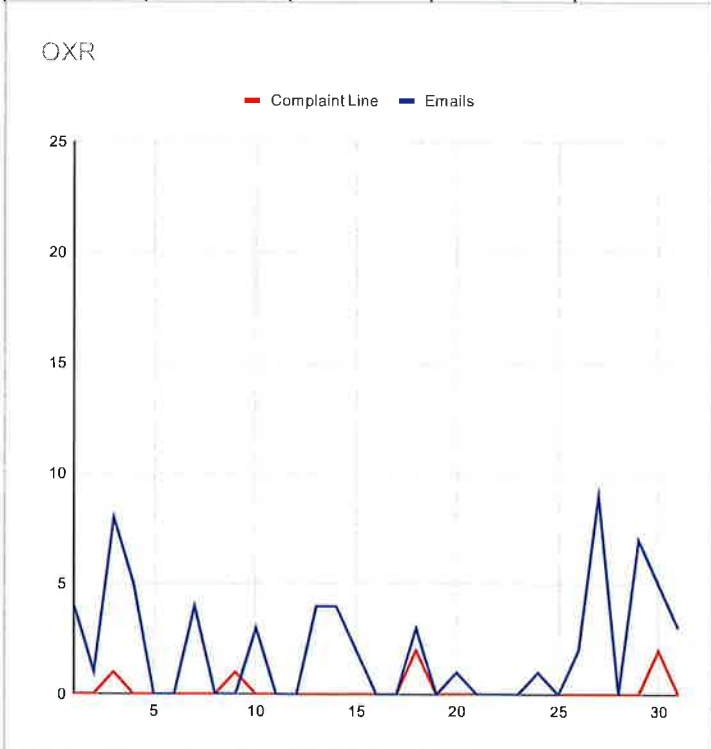
Ventura County Noise Complaints - May 2022

OXR

Total Contacts Logged	Recieved from Complaint Line	Emailed Complaints	Batch Email Complaints	Total Deviations from VNAP**
73	7	66	0	61

CMA

Total Contacts Logged	Recieved from Complaint Line	Emailed Complaints	Batch Email Complaints	Total Deviations from VNAP**
3	2	1	0	1



** Voluntary Noise Abatement Procedures



MAY 2022

CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT

Note: Per direction from airport staff, the Consultant was advised to pause the Master Plan study as of May 25, 2021. Certain study elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process.

Status Update:

- The AGIS survey is ongoing and includes tasks associated with project management, FAA AGIS coordination, field-survey coordination, and mapping/obstruction surveys.
- The preparation of biological and cultural resource evaluations continues. The Subconsultant associated with the environmental surveys has coordinated with airport staff to re-start work associated with these surveys.
- The FAA approved the re-designation of the Master Plan study to an ALP Update/Narrative Report per a letter to airport staff dated May 20, 2022.
- The Consultant has provided airport staff with the revised scope of services, cost proposal, and project schedule for the ALP Update/Narrative Report.

Upcoming Action Items:

- The Consultant will be working to get started on the ALP Update/Narrative Report in the coming weeks pending direction from airport staff.

Project Percent Complete: Pending project NTP.

CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update:

- A Subconsultant submitted the draft Drainage Study to airport staff for internal review on June 10, 2022.

Upcoming Action Items:

- Follow-up with the Subconsultant regarding the draft Drainage Study.

Project Percent Complete: The project is 45.0 percent complete through May 2022.

OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update:

- The FAA conditionally approved the ALP Drawing Set in a letter dated February 14, 2022.
- Electronic copies of the signed/approved ALP Drawing Set have been distributed to the FAA and airport staff.
- The Consultant is in the process of preparing the Final Report associated with the ALP Update/Narrative Report.

Upcoming Action Items:

- The Consultant will deliver three hard copies of the final ALP Update/Narrative Report and three full-size sets of the signed/approved ALP Drawing Set to airport staff during the month of June.

Project Percent Complete: The project is at 100 percent per Invoice #18MP01-24 dated July 6, 2021, for airport staff to coordinate with the FAA to close out the AIP grant.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 22-01)

Status Update:

- The Consultant has prepared pilot guides for Camarillo and Oxnard Airports and continues coordination with airport staff.
- The Consultant prepared the final Land Use Analysis with airport staff in May that focused on approximately 11 acres of land at Oxnard Airport. The report evaluated the study area based on FAA design criteria and looked at alternative uses that could occur on the property.
- The Consultant worked with airport staff on revisions to a CatEx being prepared for Oxnard Airport related to electrical lines.

Upcoming Action Items:

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

Project Percent Complete: 26.7% of the not-to-exceed amount of \$100,000 has been completed through May 2022.

June 10, 2022

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – May 2022

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of May 2022, by Jviation, for the Camarillo Airport:

Conceptual Design for 2025 Runway/Taxiway Reconstruction (AIP Project No. 3-06-0339-039-2022)

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 5, 12, and 27, 2022.
- On June 1, 2, and 3, 2022, the County, Jviation, and Coffman Associates coordinated on this project. The FAA informed the County that a documented CATEX will be needed for this project and not an environmental assessment on June 1, 2022.
- On June 7, 2022, the County and Jviation reviewed the scope of work prepared by Jviation in September 2021. Jviation submitted an updated scope of work to the County on June 8, 2022.
- **Upcoming:**
 - County approval of the proposed scope of work and engineering fees from Jviation.
 - County executes the contract with Jviation for this project.

Runway 8-26 and Taxiway A Pavement Improvements (Jviation Project No. CMA LOC 21-01)

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 5, 12, and 27, 2022.
- On June 7, 2022, the County requested Jviation prepare a couple of informational slides to present this project during the Airport Commission and Authority meetings in September 2022.
- **Upcoming:**
 - County approval of the proposed scope of work and engineering fees from Jviation.
 - County executes the contract with Jviation for this project.

Airport Pavement Management System (APMS) Update

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 5, 12, and 27, 2022.
- On May 28, 2022, the County provided responses to the list of questions Jviation submitted to assist with the preparation of the scope of work.
- **Upcoming:**
 - Jviation will coordinate with subconsultants to assist with the completion of this project.
 - Jviation will prepare a scope of work and will submit it to the County for review.

Airport Capital Improvement Plan (ACIP) Update

- On May 3, 2022, the County requested a compiled PDF of the ACIP with the associated exhibits and Jviation provided it the same day.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

On-Call Services: East End Hangar Development

- On May 18, 2022, the County requested Jviation review the updated Construction Safety and Phasing Plan (CSPP) that was revised by the contractor for the review comments provided by the County and Jviation. The updated CSPP was reviewed and Jviation informed the County that the review comments were addressed.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

If you have any comments, please do not hesitate to contact me.

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mrs. Marisa Fluhr, Ms. Amanda Gross – Jviation, a Woolpert Company
File

June 15, 2022

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – May 2022

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of May 2022, by Jviation and our subconsultants for the Oxnard Airport:

AIP Project No. 03-06-0179-038-2021 (Construction) – Runway 7-25 Reconstruction

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 5, 12, and 27, 2022.
- Throughout the month of May, Jviation and the County coordinated with the Prime Contractor, Sully-Miller, on construction closeout items and scheduling on-site punch list work items.
- On May 5, 2022, the County asked Jviation to provide the final submittal documents that Mead & Hunt submitted to the FAA and Jviation provided the files to the County the same day.
- On May 6, 2022, Jviation was on-site with Sully-Miller to review the excess asphalt millings in the contractor staging area and the location the excess millings will be relocated to in the northwest corner of the airport.
- On May 10-12, 2022, Jviation was on-site while Sully-Miller removed excess asphalt millings from the contractor staging area and hauled the millings to a location in the northwest corner of the airport. During this process, Jviation informed Sully-Miller that asphalt millings in both locations would need to be compacted with a smooth drum roller before they would be accepted.
- On May 13 and 16, 2022, the County and Jviation coordinated on the Storm Water Prevention Pollution Permit (SWPPP) and confirmed that no post construction BMP's were installed with the construction of this project.
- On May 19, 2022, Jviation was on-site with Sully-Miller to review the excess millings relocation and determine the compaction needs.
- On May 24, 2022, Jviation met with airport maintenance staff on-site to confirm that the excess millings were placed in the correct location and to Airport standards. Jviation informed Airport Maintenance that Sully-Miller stated they would return on-site to compact the millings.
- On June 1, 2022, Jviation, the County, and Sully-Miller coordinated on an inspection to be completed by the Regional Water Quality Control Board for the Notice of Termination of the SWPPP.
- On June 6, 2022, Jviation, the County, and Regional Water Quality Control Board completed the inspection for the Notice of Termination of the SWPPP and no concerns were raised from the inspection.

- On June 13, 2022, Jviation informed Sully-Miller that the runway circuit is getting an “over voltage” error message which is believed to be caused by an open circuit. Jviation requested that Sully-Miller schedule an inspection of the runway circuit. Jviation also reminded Sully-Miller of the outstanding punch list items that still need to be completed before the final contractor pay application can be processed and retainage can be released.
- **Upcoming:**
 - Jviation will continue project coordination with the County, FAA, and Sully-Miller.
 - Jviation will coordinate with Sully-Miller on the schedule to compact the asphalt millings in the contractor staging area and the northwest corner of the airport, as well as to complete the runway end monument survey verification and electrical investigation of the runway circuit Jviation will coordinate with the County on the schedule from Sully-Miller.

AIP Project No. 03-06-0179-040-2022 (Design) – Connector Taxiways A-E Reconstruction

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 5, 12, and 27, 2022.
- On May 5, 6, and 10, 2022, the County, Jviation, and Coffman Associates coordinated on the location of the FAA electric line that is to be relocated and a reevaluation of the previously approved CATEX since a portion of the FAA electric line relocation is outside of the boundary of the approved CATEX. The FAA provided a CATEX approval for the FAA electric line relocation on May 16, 2022.
- On May 13, 2022, Jviation submitted the Letter of Recommendation to the County. The Letter of Recommendation was discussed by the County and Jviation on May 17, 2022 and Jviation submitted a revised Letter of Recommendation to the County the same day.
- On May 17, 2022, the FAA issued airspace determination letters to the County and Jviation. The airspace review did not object to the project or temporary equipment during construction.
- On June 10, 2022, the County requested Jviation prepare a revised Federal grant application which will use the Base Bid project costs. Jviation revised the Federal grant application and provided an updated version to the County on June 13, 2022.
- **Upcoming:**
 - Jviation will continue project coordination with the County.

Airport Pavement Management System (APMS) Update

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 5, 12, and 27, 2022.
- On May 28, 2022, the County provided responses to the list of questions Jviation submitted to assist with the preparation of the scope of work.
- **Upcoming:**
 - Jviation will coordinate with subconsultants to assist with the completion of this project.
 - Jviation will prepare a scope of work and will submit it to the County for review.

Federal Contract Tower (FTC) Improvements

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 5 and 12, 2022. This included coordination on the BIL funding grant application.
- Throughout the month of May, the County and Jviation coordinated a tour of the existing Air Traffic Control Tower (ATCT).

- On May 4, 2022, the FAA LA ADO requested a brief project description and estimated cost from the County to be provided later that day. Jviation provided the County with a brief project description and estimated cost the same day.
- On May 6, 2022, Jviation provided the County with a grant application for BIL funding for review.
- On May 10, 2022, the County and Jviation coordinated on additional information requested by the FAA LA ADO on the grant application for BIL funding.
- On May 10, 2022, Jviation provided the County with an updated grant application for BIL funding for review. The County indicated the grant application was ready to be submitted on May 11, 2022.
- On June 8, 2022, Airport Operations, Jviation, and a Jviation subconsultant (Forensic Analytical Consulting Services) completed a tour of the existing ATCT. The tour was performed to gather information for the facility assessment of the existing ATCT.
- **Upcoming:**
 - Coordinate with the County on this project.
 - Jviation to prepare a scope of work for a facility assessment of the existing ATCT.

Airport Capital Improvement Plan (ACIP) Update

- On May 3, 2022, the County requested a compiled PDF of the ACIP with the associated exhibits and Jviation provided it the same day.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

Miscellaneous

- **Upcoming:**
 - Jviation will provide the County with news on opportunities for air mobility charging stations.

If you have any comments, please do not hesitate to contact me.

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mrs. Marisa Fluhr, Ms. Amanda Gross, Ms. Tracey Salazar – Jviation, a Woolpert Company
File

AIRPORT TENANT PROJECT STATUS June 24, 2022

CAMARILLO

- Airport Properties Limited (APL) Row I final project approval underway. FAA required NEPA review in process and the project's Construction Safety Phasing Plan and SWPPP were recently approved.
- CloudNine Development project construction underway. Construction estimated for completion within twelve months.

OXNARD

- 5 and 7 acre parcel RFP for Development, Phase 2 (additional information requested) underway.

OTHER

- None

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

June 2022

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		
5	CMA RWY Centerline and TWY Alpha Repair	TBD		Jviation	TBD	TBD	TBD	TBD	Jviation submitted SOW and cost proposal for design and bid process. Contract to move forward planned, for design in the fall and construction in early 2023. Construction management proposal TBD after design identifies construction phasing/schedule.	
5	CMA TWY A @ TWY F Repair	\$45,000		Jviation	N/A	N/A	N/A	100	TWY A @ TWY F requires immediate repair to address a section of failing pavement. Scheduling underway.	
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	\$6,500 137,000	\$226,018	Ninyo & Moore	N/A	1/19/21	N/A	3/29/21	100 75	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Airport Board to satisfy workplan and sampling/monitoring goals. Results/report for the most recent round of investigation due to be submitted soon.

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

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

June 2022

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	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$ <u>147,300</u>		<u>Coffman Assoc.</u>	<u>N/A</u>	<u>1/24/19</u>	<u>N/A</u>	<u>TBD</u>	<u>45</u>	Draft forecasts for geometry study to be refreshed with the Airport Layout Plan Update process. Draft drainage study for RWY reconstruction (2025) under review
5	TWY H Pavement Rehabilitation (Seal Coat)	\$ <u>273,576</u> \$ <u>213,351</u>		<u>Mead & Hunt, Maxwell Asphalt</u>	<u>6/25/19</u>	<u>8/15/19</u>	<u>4/20/20</u>	<u>TBD</u>	<u>100</u> <u>99</u>	Closeout paperwork underway.
5	CMA Airport Layout Plan Update	\$ <u>391,621</u>		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/24/20</u>	<u>9/30/20</u>	<u>TBD</u>	<u>42</u>	The Airport received FAA approval to transition the Master Plan to an Airport Layout Plan (ALP) Update to allow for community concerns, like noise, to be addressed first, with a master plan update to be revisited in a future year, should it be warranted.
3	OXR RWY & TWY Connector Transitions Reconstruction	\$ <u>12,832,636</u> \$ <u>12,274,001</u>	\$ <u>124,906</u>	<u>Mead Hunt Sully-Miller Inc.</u>	<u>4/29/21</u>	<u>7/20/21</u>	<u>7/23/21</u>	<u>2/28/22</u>	<u>100</u> <u>95</u>	Progress on minor punchlist items underway.
3	OXR TWY Connector Reconstruction Design/Repackage	\$ <u>335,960</u>		<u>Jviation</u>	<u>TBD</u>	<u>12/17/21</u>	<u>TBD</u>	<u>TBD</u>	<u>100</u>	FAA instructed the project be bid with a base bid and a bid alternate based on funding availability. The bid period began March 30, 2022 with bids due

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		
										April 26, 2022. Bid result submitted to FAA for consideration. FAA funding availability still pending.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

DEPARTMENT OF AIRPORTS 2022 MEETING SCHEDULES

AAC/CAA/OAA

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

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 Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month (exceptions are noted above in green highlight) at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

May 31, 2022

Mr. Greg Ramirez, City Manager
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

Via email: gramirez@cityofcamarillo.org

RE: Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update

Mr. Ramirez,

We wished to share with the City of Camarillo that the Ventura County Department of Airports (Airport) received approval from the Federal Aviation Administration (FAA) to transition the Master Plan Airport Study to an Airport Layout Plan (ALP) Update. An ALP Update will allow the Airport to maintain its current 2010-11 Master Plan, while updating near-term planning goals and bringing the ALP plan set into compliance with FAA standards. The ALP Update assumes there will be no change to the current role of the airport (General Aviation – Reliever) and would continue to operate consistent with the Joint Powers Agreement.

Initiating the Master Plan in 2021 revealed the need for the Airport to bolster our noise program and outreach to the community ahead of a full master plan. Transitioning the Master Plan to an ALP Update will help us accomplish the need to plan for projects in the near-term (3-5 years), with a full Master Plan to follow later once other planning elements, like a noise study and an environmental inventory, for Camarillo Airport have been accomplished. The Camarillo Airport ALP Update will focus on updating the existing planning drawings. This will include capturing new improvements required to meet current FAA design standards and demands.

Recognizing the importance of communication and transparency, opportunities for the Airport to share the ALP Update with the City and community via public information meetings has also been incorporated into the scope of the ALP Update. I would also be happy to attend an upcoming meeting to brief the Camarillo City Council if you believe that would be helpful.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

CC: Kelly Long, Ventura County District 3 Supervisor
Carmen Ramirez, Ventura County District 5 Supervisor
Dr. Sevet Johnson, Ventura County Interim County Executive Officer
Shawn Mulchay, Mayor City of Camarillo
Susan Santangelo, Vice Mayor City of Camarillo

OXNARD

1 dead in plane crash in Oxnard field near Camarillo Airport



Brian J. Varela

Ventura County Star

Updated 6:06 p.m. PT June 10, 2022

A small plane crashed into a strawberry field in north Oxnard on Friday morning, killing the pilot.

The craft then caught fire, sending up a plume of black smoke near Highway 101.

The crash was reported around 8 a.m. in a field on the north side of the 101, east of Del Norte Boulevard, according to the Ventura County Fire Department. The site is west of the Camarillo Airport, where the plane took off shortly before the crash.

No other victims were found during a search on the ground and by helicopter, fire officials said. Two urban search-and-rescue dogs also searched the field.

Firefighters reported a widely scattered debris field and said the plane was engulfed in flames when they arrived.

Andy VanSciver, a Ventura County firefighter and spokesman, confirmed one person was aboard and had died in the crash. VanSciver said he could not release more details on the death.

The plane clipped a building on the south side of Highway 101 before going down in the field, he said. Crews later found debris from the plane on the roof.

Capt. Brian McGrath, another agency spokesman, said the Oxnard Fire Department was the lead agency and county fire had been called in to assist. The Federal Aviation Administration was also contacted to investigate.

Information from FlightAware indicated the single-engine, four-seat fixed wing craft had taken off from Camarillo Airport at 7:59 a.m., headed to Phoenix Deer Valley Airport. The

plane was listed as a Mooney M-20 Turbo registered in Arizona.

Sean Herder, operations supervisor for Ventura County's Department of Airports, confirmed the pilot's departure information. He had flown into Camarillo on Thursday morning from Big Bear, Herder said, adding he was not aware of any distress calls b Friday's crash.

The plane clipped a commercial building in the 3500 block of Camino Avenue near Trabajo Drive, said Oxnard Fire Battalion Chief Steve McNaughten. The city of Oxnard yellow-tagged the building, he said. The extent of damage wasn't immediately known. The building was occupied at the time, but no injuries were reported, McNaughten said.

The crash site was on private property and cordoned off by emergency personnel Friday morning. Small plumes of smoke from the plane could be seen a quarter mile away.

The incident caused Highway 101 traffic to backup during the morning rush hour with the closure of a northbound lane.

This story may be updated.

-- Staff writers Cheri Carlson and Jeremy Childs contributed to this story.

Brian J. Varela covers Oxnard, Port Hueneme and Camarillo. He can be reached at brian.varela@vcstar.com or 805-477-8014. You can also find him on Twitter @BrianVarela805.



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

June 17, 2022

REGISTERED OWNER – [REDACTED]

**Subject: Camarillo Airport Hours of Operation
Departures Between 12:00am and 5:00am**

Dear Owner/Operator,

On June 6, 2022 at 1:25am, [REDACTED] departed Camarillo Airport (KCMA). The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00am and 5:00am local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00am and 5:00am. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

DAVE NAFIE, C.M.
Deputy Director of Airports

C: Director of Airports; Air7



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Department of Airports

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June 17, 2022

REGISTERED OWNER – [REDACTED]
[REDACTED]

**Subject: Camarillo Airport Hours of Operation
Departures Between 12:00am and 5:00am**

Dear Owner/Operator,

On June 14, 2022 at 2:55am, [REDACTED] departed Camarillo Airport (KCMA). The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00am and 5:00am local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00am and 5:00am. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

DAVE NAFIE, C.M.
Deputy Director of Airports

C: Director of Airports



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Department of Airports

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Camarillo, CA 93010

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www.ventura.org/airports

June 24, 2022

Ms. Jackie Rose, Director
Ventura County Animal Services
600 Aviation Drive
Camarillo, CA 93010

RE: Clear the Shelter Event – August 27, 2022

Dear Director Rose,

This letter shall serve as authorization for Ventura County Animal Services (“VCAS”) to hold its pet adoption event entitled “Clear the Shelters” on Saturday, August 27, 2022 on County property at 600 Aviation Drive, Camarillo, CA. In addition, VCAS may utilize the gravel parking lot at the corner of Convair Street and Aviation Drive for its event.

VCAS may post two banners advertising the event up to one week in advance on County property, at the intersection of Airport Way and Pleasant Valley Road or another location agreed upon between the parties (located on County property).

Please contact me with any questions regarding this permission.

Sincerely,

KEITH FREITAS, A.A.E., C.A.E.
Director of Airports



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

June 27, 2022

Ms. Jeri Rouse Looney
Skyryse, Inc.
777 S. Aviation Blvd. Ste. 230
El Segundo, California 90245

RE: 555 Airport Way, Suite "A", Camarillo, CA - Office lease agreement

Dear Jeri:

Attached for your records is one fully executed office lease agreement for the one year term at 555 Airport Way, Suite "A", Camarillo, CA.

Also attached is a receipt for the security deposit.

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

Enclosure