

NOTICE IS HEREBY GIVEN
that the Regular Meeting of the
Camarillo Airport Authority and Oxnard Airport Authority
will be held on:

Thursday

July 9, 2020

7:00 P.M.

**CITY OF CAMARILLO
COUNCIL CHAMBERS
601 CARMEN DRIVE
CAMARILLO, CA**

IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE CALIFORNIA GOVERNOR'S EXECUTIVE ORDER AND THE COUNTY OF VENTURA HEALTH OFFICER'S LOCAL ORDER.

IN ORDER TO MINIMIZE THE SPREAD OF THE NOVEL CORONAVIRUS, THE COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC. THE FOLLOWING PROVIDES INFORMATION ABOUT HOW TO OBSERVE AND/OR PARTICIPATE IN THE MEETING:

1. Observe the Camarillo Airport Authority and Oxnard Airport Authority meeting via live broadcast on the Local Government Channels – Spectrum Channel 10 and Frontier Channel 29, **or** via the Department of Airports YouTube channel
https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber
2. Public Comment Options
 - a. You may contact the Department of Airports office at (805) 388-4211, or by email at AirportInfo@ventura.org, by 5:00 p.m. on Thursday, July 9, 2020, and provide your name, your phone number and your item of interest. When the Authorities reach your item of interest on the agenda, Airport Staff will call you at the phone number you provided during the time for public comments. Your comments will be limited to three minutes.
 - b. If you wish to make a comment on a specific agenda item, please submit your comment, limited to 250 words or less, via email by 5:00 p.m. on Thursday, July 9, 2020 to Airport Staff at AirportInfo@ventura.org. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 6.A.). When the Authorities reach your item of interest on the agenda, Airport Staff will read your comment during the time for public comments.

- c. If you are watching the live broadcast of the meeting and would like to make either a general public comment (Item 4) for airport related items not on the agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, via email to Airport Staff at AirportInfo@ventura.org. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 6.A.). Every effort will be made to read your comment during the time for public comments when the Authorities reach your item of interest on the agenda.

AGENDA

1. **CALL to ORDER and PLEDGE of ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL of MINUTES – June 11, 2020**
4. **PUBLIC COMMENT PERIOD**
5. **UNFINISHED BUSINESS – NONE**
6. **NEW BUSINESS**

CAMARILLO & OXNARD AIRPORT AUTHORITY

- A. **Subject: Authorization for the Director of Airports or Designee to Award Annual Consulting-Services Contracts for FY 2020-2021 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 2020-2021 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.

OXNARD AIRPORT AUTHORITY

- B. **Subject: Authorization for the Director of Airports to Execute Federal Aviation Administration Reimbursable Agreement AJW-FN-WSA-09-0843 in the**

**Estimated Amount of \$300,000 for Oxnard Airport Improvements; and
Authorization for County Counsel to Execute the Certificate of Sponsor's
Attorney**

Recommendations:

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

1. Authorize the Director of Airports to execute the Federal Aviation Administration ("FAA") Non-Federal Reimbursable Agreement AJW-FN-WSA-09-0843 ("FAA Agreement") in the estimated amount of \$300,000; and
2. Authorize County Counsel to execute the Certificate of Sponsor's Attorney, if required.

C. Subject: Approval of, and Authorization for the Director of Airports or His Designee to Execute, the Option Agreement for Real Estate Lease with Aspen Helicopters, Inc. for Approximately 1.3 Acres at the Oxnard Airport

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 execute the Option Agreement for Real Estate Lease (Exhibit 1) with Aspen Helicopters, Inc. (Aspen) for approximately 1.3 acres at the Oxnard Airport for potential development of a commercial hangar facility and associated vehicle and aircraft parking and taxiways.

7. DIRECTOR'S REPORT

8. REPORTS

Monthly Activity Report – May 2020
Monthly Noise Complaints – May 2020
Consultant Reports – May 2020
Airport Tenant Project Status – June 2020
Project Status – June 2020
Meeting Calendar

9. CORRESPONDENCE

Letter dated June 23, 2020 from Ana Castro to Mark Sullivan re: Public Records Request dated June 16, 2020

10. MISCELLANEOUS

11. AUTHORITY COMMENTS - Comments by Authority members on matters deemed appropriate.

12. ADJOURNMENT

The next regular Authority meeting will be on Thursday, September 10, 2020 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.

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

CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

MINUTES

June 11, 2020

1. CALL to ORDER and PLEDGE of ALLEGIANCE

CAA Chair, Shawn Mulchay, called the meeting to order at 7:04 p.m. and led the pledge of allegiance.

2. ROLL CALL

CAA PRESENT

Kelly Long
John Zaragoza
Shawn Mulchay
Charlotte Craven
Bill Thomas
Michael Hodson (Alt)

CAA ABSENT

OAA PRESENT

Kelly Long
John Zaragoza
Tim Flynn
Bert Perello
Walter Calhoun (L)
Eugene Fussell (Alt)

OAA ABSENT

Excused (E)

Late (L)

Alternate (Alt)

AIRPORT STAFF

Kip Turner, Director
Dave Nafie, Deputy Director
Erin Powers, Projects Administrator
Jamal Ghazaleh, Accounting Manager
John Feldhans, Operations Supervisor
Ana Castro, Management Assistant

3. APPROVAL OF MINUTES – March 12, 2020

3a1

Camarillo Airport Authority: Public Member Bill Thomas moved to approve the March meeting minutes and Councilmember Charlotte Craven seconded the motion. All others voted and the motion passed unanimously.

Oxnard Airport Authority: Supervisor John Zaragoza moved to approve the March meeting minutes and Councilmember Bert Perello seconded the motion. All others voted and the motion passed unanimously.

4. PUBLIC COMMENT PERIOD

Mark Sullivan shared a concern about CloudNine becoming a jet cargo base for Amazon at Camarillo Airport. He also shared that if this is the case, the project would need an Environmental Impact Report on the significant noise, emissions and safety issues that frequent large aircraft freight operations would create at the airport.

5. UNFINISHED BUSINESS – NONE

6. NEW BUSINESS

CAMARILLO & OXNARD AIRPORT AUTHORITY

A. Subject: Review of Fiscal Year 2020-21 Proposed Budget

Recommendation:

Staff requests that your Authorities review and comment on the Department of Airports proposed FY 2020-21 budget for Camarillo and Oxnard airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

Director Kip Turner provided staff's report and went over a PowerPoint presentation detailing the proposed budget including fiscal year accomplishments. Mr. Turner shared that the FY 20-21 budget is similar to last year's budget and a zero-based approach was used. He added that the department is preparing reduction scenarios at 10% and 15% because fiscal impacts remain unknown due to COVID-19. He also explained that the department is only moving forward with essential projects and he reviewed measures the department is taking to ensure sustainable reserves. The budget will be reevaluated after the first quarter of FY 20-21. Mr. Turner responded to general questions posed by Authority members.

Camarillo Airport Authority: Supervisor John Zaragoza moved to approve staff's recommendation and Public Member Bill Thomas seconded the motion. All others voted in favor and the motion passed unanimously.

3a2

Oxnard Airport Authority: Supervisor John Zaragoza moved to approve staff's recommendation and Mayor Tim Flynn seconded the motion. All others voted in favor and the motion passed unanimously.

B. Subject: Approval of the Department of Airports' Fiscal Year 2020-21 Rent and Fee Schedule, Effective July 1, 2020; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Termination Notices, and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule

Recommendations:

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

1. Approve the Department of Airports' ("Department") FY 2020-21 Rent and Fee Schedule (Exhibit 1 is a clean version and Exhibit 2 is a legislative version with changes highlighted), with an effective date of July 1, 2020; and
2. Authorize the County Executive Officer and the Director of Airports to execute certain leases, subleases, licenses, permits, special use/activity permits, operation agreements, extensions, amendments, consents, termination notices, and unlawful detainer complaints as described in section III of the attached resolution (pages 30-37 of Exhibit 1); and
3. Approve, adopt, and execute the resolution (pages 30-37 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.

Director Turner provided staff's report and shared that the department was scheduled to complete a cost-recovery analysis in FY 20-21. The analysis was not done in an effort to ease any financial burden tenants may be experiencing due to COVID-19. Mr. Turner added that there are essentially no changes to rates or fees. He also stated that two non-fee changes were made to the Rent & Fee Schedule related to the proposed hangar lease forms. In the event the proposed hangar lease forms are approved by the Board of Supervisors, the language added to the Rent & Fee Schedule will create an exemption from the 2% transfer fee and authorize the director of airports to execute new lease forms without the existing requirement to obtain approval by the Board of Supervisors for each lease that exceeds a term of five years.

3a3

Camarillo Airport Authority: Supervisor John Zaragoza moved to approve staff's recommendations and Public Member Bill Thomas seconded the motion. All others voted in favor and the motion passed unanimously.

Oxnard Airport Authority: Supervisor John Zaragoza moved to approve staff's recommendations and Mayor Tim Flynn seconded the motion. All others voted in favor and the motion passed unanimously.

C. Subject: Approval of the Five-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports, or His Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 2020 and 2021 Outlined in the CIP upon Notification from the Federal Aviation Administration and the California Department of Transportation Aeronautics Program That Funds Are Available

Recommendations:

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

1. Approve the five-year capital improvement plan (CIP) for Camarillo and Oxnard Airports (Exhibit 1); and
2. Authorize the Director of Airports, or his designee, to apply for grants to fund the projects scheduled for federal fiscal years (FFY) 2020 and 2021 outlined in the CIP upon notification from the Federal Aviation Administration (FAA) and the California Department of Transportation Aeronautics Program (Caltrans) that funds are available. ***These projects are subject to approval in the County budget process, as explained below.***

Director Turner provided staff's report and went over PowerPoint slides outlining projects scheduled at Camarillo and Oxnard airports between 2020-2024. Projects Administrator Erin Powers added that the primary projects at both airports focus on runway and taxiway infrastructure. Ms. Powers stated that there are several no project years so the department can save its entitlements in order to fund the infrastructure projects.

Camarillo Airport Authority: Councilmember Charlotte Craven moved to approve staff's recommendations and Supervisor John Zaragoza seconded the motion. All others voted in favor and the motion passed unanimously.

Oxnard Airport Authority: Supervisor John Zaragoza moved to approve staff's recommendations and Councilmember Bert Perello seconded the motion. All others voted in favor and the motion passed unanimously.

OXNARD AIRPORT AUTHORITY

D. Subject: Approval of, and Authorization for the Director of Airports or His Designee to Sign, a Design Services Contract with Mead and Hunt, Inc., in the Amount of \$1,507,310, for the Final Design of the Oxnard Airport 7-25 Runway, Taxiway Connectors and Taxiway F Reconstruction; Find the Project Categorically Exempt from California Environmental Quality Act; Authorization for the Director of Airports, or His Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0179-036-2020, if Offered, in an Estimated Amount of \$450,000, Which Will Provide Partial Funds for the Final Design Contract; Authorization for the Director of Airports, or His Designee, to Apply for, Accept, and Sign for a Matching Grant from the California Department of Transportation, if Offered; Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements; and Authorization for the Auditor-Controller to Process Necessary Budgetary Transactions

Recommendations:

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

1. Approve, and authorize the Director of Airports or his designee to sign, a design services contract (Exhibit 1) with Mead and Hunt, Inc., in the amount of \$1,507,310, for the final design of the Oxnard Airport 7-25 runway, taxiway connectors, and Taxiway F reconstruction;
2. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15302(b);
3. Authorize the Director of Airports or his designee to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-036-2020, if offered, in an estimated amount of \$450,000, which will provide partial funds for the Oxnard Airport 7-25 runway, taxiway connectors, and Taxiway F reconstruction final design contract;
4. Authorize the Director of Airports or his designee to apply for, accept, and sign for a matching grant from the California Department of Transportation (Caltrans), if offered; and
5. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements; and

3a5

6. Authorize the Auditor-Controller to process the necessary budgetary transactions to revise the following appropriations:

Budget Unit 5040 Airports Capital Projects:

Increase Unit 5041-4111 Airports Capital Projects	\$467,310
Decrease Fund E300 Unrestricted Net Position	\$467,310

Director Turner introduced the item and Projects Administrator Erin Powers provided staff's report. Ms. Powers shared that the infrastructure at Oxnard Airport needs to be reconstructed and she reviewed the elements of the design services contract.

Phase	Design Element	Engineering Fee
Phase A – Base Bid	Runway 7/25	\$700,348.74
Phase B – Bid Alternate 1	Taxiway Connectors	\$423,215.55
Phase C – Bid Alternate 2	Taxiway F	\$383,744.85
Total Cost Estimate for Design		\$1,507,309.14

Ms. Powers stated that a reconstruction project with one runway makes it difficult to continue any sort of operations. To that end, the contract is structured to include extensive public outreach efforts such as informational meetings and updates at key milestones. The department will have a website presence and calendar updates for the project. Ms. Powers shared that the department is working closely with the Federal Aviation Administration (FAA) and the FAA offered to provide partial grant funding for the final design in the amount of \$450,000. Additionally, should the FAA have end of year money become available, the department is on a short list to possibly increase the dollar amount of the grant. The final design contract is supporting estimated construction costs of approximately \$19,000,000 for all three elements so it is a significant investment into Oxnard Airport and the local economy. Mead & Hunt is the engineer of record as a result of the five-year consultant selection process that was done in 2016. Jeff Leonard from Mead & Hunt clarified that a full reconstruction entails going all the way down to the bottom of the pavement section to strengthen it and build it back up for a 20+ year pavement design life cycle.

Oxnard Airport Authority: Supervisor John Zaragoza moved to approve staff's recommendations and Mayor Tim Flynn seconded the motion. All others voted in favor and the motion passed unanimously.

7. DIRECTOR'S REPORT

Director Kip Turner provided a COVID-19 update. Mr. Turner shared that County airports were considered essential therefore both airports remained open for business. However, the administration offices were closed to the public as per state and local orders. Staff was able to offer the same services while the offices were closed. The department operated

3ab

with essential personnel only and reassigned other personnel to County agencies as needed. Certain employees were authorized to telework. A hiring freeze was implemented for all open positions. The April and May meetings of the Commission and Authorities were canceled due to state and local orders. Director Turner authorized additional land for the Ventura County Office of Emergency Services to use at the beginning of the crisis for some elements related to the County response. He also authorized temporary storage space for the Ventura County Sheriff's Department to store emergency supplies. The department transferred almost 1,500 N95 masks to the Office of Emergency Services. Commercial operators at both airports were asked to report their essential operations. Mr. Turner began daily tracking of operations and industry trends to try and determine what the impacts would be for the department. The Board of Supervisors approved a rent relief package for tenants. Specifically, tenants suffering substantial financial hardship due to COVID-19 can defer rent payments for April and May, 2020, they have up to 12 months to repay the deferred rent and no late fees will be applied. Fuel flowage has been down in late March, April and May however the department believes fuel flowage will begin to trend in a positive direction. The FAA reduced tower hours at Camarillo Airport on a temporary basis. Operations are rebounding and Mr. Turner went over PowerPoint slides depicting the upward trend from April and May, 2020. He also shared that the aviation industry suffers during economic downturns. On the airline side, there are less passengers flying, massive layoffs, retirements and cutbacks. On the business aviation side, the industry is not as high risk and things may be able to trend back to normal sooner than the airlines.

Mr. Turner shared that the vertical construction is now going up regarding the Northeast Hangar Development project at Camarillo Airport (CMA). Also, the Taxiway H improvements were completed at CMA. He also shared that the Part 139 discrepancies from the inspection of Oxnard Airport in 2019 have been addressed. The department still plans to move forward with the master plans for both Camarillo and Oxnard airports and the Silverstrand Grid lease was approved by the Board of Supervisors on April 21, 2020. Mr. Turner introduced and welcomed Deputy Director Dave Nafie. His first day with the department was March 16, 2020.

8. REPORTS

Monthly Activity Report – February, March, April 2020
Monthly Noise Complaints – February, March, April 2020
Consultant Reports – February, March, April 2020
Airport Tenant Project Status – May 2020
Project Status – May 2020
Financial Statements Period Ended – March 31, 2020
Financial Statements Third Quarter – FY 2019/2020
Meeting Calendar

3a7

Reports were received and filed.

9. CORRESPONDENCE

Letter dated March 2, 2020 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated January 29, 2020

Letter dated March 10, 2020 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated January 29, 2020

Letter dated March 10, 2020 from Madeline Herrle to Jackie Rose, Ventura County Animal Services re: Lease/MOU Renewal – Camarillo Airport Business Park

Letter dated March 17, 2020 from Madeline Herrle to Gregory Peacock, Tactical Communications re: Lease Renewal Proposal

Letter dated March 20, 2020 from Madeline Herrle to Scott Barer re: Public Records Request dated March 17, 2020

Letter dated March 24, 2020 from Kip Turner and Byron Hamilton to Assemblymember Jacqui Irwin re: N95 Masks

Letter dated March 30, 2020 from Madeline Herrle to Scott Barer re: Public Records Request dated March 17, 2020

Letter dated April 2, 2020 from Kip Turner to Ventura County Airport Commission, Airport Authorities, & Tenants re: Update on Coronavirus Impact and Actions at Department of Airports

Notice dated April 7, 2020 from Camarillo Airport Operations Supervisor to Camarillo Airport Tenants re: Taxiways Closed April 20 through April 24

Letter dated April 9, 2020 from Madeline Herrle to John Battle, Lee & Associates re: Rancho Victoria Development Oxnard, California

Memorandum dated April 10, 2020 from Madeline Herrle to Airport Hangar Tenants re: Hangar Improvement Work

Letter dated May 13, 2020 from Kip Turner to Rhonda Rance, U.S. General Services Administration re: Written Notice of Incompatibility

Letter dated May 13, 2020 from Kip Turner to Rick Etter, Federal Aviation Administration re: Notice of Interest

Letter dated May 19, 2020 from Kip Turner to David Haase, U.S. General Services Administration re: Notice of Interest for Negotiated Sale

Correspondence was received and filed.

10. MISCELLANEOUS HANDOUTS

Information was received and filed.

11. AUTHORITY COMMENTS

Supervisor John Zaragoza shared that County government buildings will be open starting Monday, June 15, 2020 and safety measures will be in place. Supervisor Zaragoza thanked everyone for following the guidelines set forth by the Governor.

Supervisor Kelly Long shared that there will be more flexibility for public participation in the Board of Supervisors meetings. Supervisor Long added that businesses can go online to get more information about reopening.

Councilmember Shawn Mulchay shared that the City of Camarillo set a target date of June 29, 2020 to have City Hall open and available to the public. Safety measures will be in place. Councilmember Mulchay also shared that he appreciates Public Member Bill Thomas' background. Mr. Mulchay thanked everyone for their cooperation during the meeting and stated that the meeting went rather smoothly. He also welcomed Deputy Director Dave Nafie.

12. ADJOURNMENT

There being no further business, the June 11, 2020 Authority meeting was adjourned at 9:09 p.m.

KIP TURNER, C.M.
Administrative Secretary

3a9

July 6, 2020

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 2020-2021 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 2020-2021 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 2020-2021 budget reflects a total of \$140,000 programmed for these type of contracts.

6a1

Discussion:

To obtain professional consulting services for projects at Camarillo and Oxnard Airports for fiscal year 2020-2021, 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.

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 388-4372.



KIP TURNER, C.M.
Director of Airports

Attachments:

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

6a2

Department of Airports
Annual Services Contracts by Consultant for FY2020-2021

Coffman & Associates, AEA 21-01

Inc. Limit: \$75,000

Scottsdale, AZ

Services Under Contract

Environmental Planning

Environmental Review Services

Grant Support Administration Services

Planning

Mead & Hunt, AEA 21-02

Inc. Limit: \$100,000

Windsor, CA

Services Under Contract

Civil Engineering

Design Review Services

Specification Writing

Grant Support Administration Services

Disadvantage Business Enterprise
Support

Cost Engineer/Estimator

Adams Companies, AEA 21-03

LLC Limit: \$15,000

Gilbert, AZ

Services Under Contract

Independent Fee Estimation

ANNUAL CONSULTING SERVICES CONTRACT

AE No. AEA 21-XX

PROFESSIONAL SERVICES CONTRACT for Oxnard and Camarillo Airports

This is an annual contract, made and entered into this July 1, 2020, 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, 2020 to June 30, 2021, 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

6a4

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

Kip Turner, Director of Airports

Printed Name and Title

Taxpayer I.D. No.

bab

EXHIBIT A

SCOPE OF WORK AND SERVICES

Consultant shall provide professional consulting services during the period from July 1, 2020 to June 30, 2021, 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, 2021.

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

July 6, 2020

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

Subject: Authorization for the Director of Airports to Execute Federal Aviation Administration Reimbursable Agreement AJW-FN-WSA-09-0843 in the Estimated Amount of \$300,000 for Oxnard Airport Improvements; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney

Recommendations:

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

1. Authorize the Director of Airports to execute the Federal Aviation Administration ("FAA") Non-Federal Reimbursable Agreement AJW-FN-WSA-09-0843 ("FAA Agreement") in the estimated amount of \$300,000; and
2. Authorize County Counsel to execute the Certificate of Sponsor's Attorney, if required.

Fiscal/Mandates Impact:

Mandatory: *No*

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

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

Impact on other departments: *None*

Summary of Revenue and Total Costs

FY 2020-21

Revenue: FAA (90%)	\$ 270,000*
Caltrans (4.5% of FAA)	13,500*
Direct Costs	300,000
Net Costs – Airport Enterprise Fund	<u>\$ (16,500)</u>

**Revenue anticipated to be received from a FY 2020-2021 construction grant.*

661

Current Fiscal Year Budget Projections:

FY 2019-20 Budget Projection for Airports Capital Projects – Division 5040 – Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$2,930,048	\$11,970,001	\$7,256,589	\$4,713,412
Revenue	1,816,369	4,832,686	1,657,874	(3,174,812)
Net Cost	\$1,113,679	\$ 7,137,315	\$5,598,715	\$1,538,600

As an enterprise fund, capital asset acquisitions are capitalized as appropriate, and as a result, the Airports will recognize no net loss.

Discussion:

In June 2020, the Oxnard Airport Authority recommended approval of an FAA grant to help fund a final design services contract for the reconstruction of the runway, connector taxiways and Taxiway F at Oxnard Airport ("Oxnard Airport Project"). On June 16, 2020, the Board approved the final design services contract and authorized the Airport to accept a grant from the FAA to help fund the design. The Oxnard Airport Project involves modifications to the FAA's Airport Landing System, including adjusting the Medium Approach Light System with Flashers and possible adjustments to the Instrument Landing System, along with testing of these systems.

Whenever an airport owner requires modification or replacement of FAA facilities, the FAA requires the execution of a reimbursable agreement. The Department of Airports ("Department") expects that the FAA Agreement will have substantially the same terms as the sample agreement attached as Exhibit 1. Under the FAA Agreement, the County is required to provide the entire amount of funds required for completion of the project to the Facilities Branch of the FAA ("FAA Facilities Branch") up front. The FAA Facilities Branch will use these funds to provide design and construction review services. The Department will then seek reimbursement of the funds expended by the Department from the Airports Branch of the FAA under a future construction grant. In essence, the County is required to hire the FAA Facilities Branch as a consultant/inspector to complete portions of the Oxnard Airport Project.

The FAA has a very tight design timeline for the Oxnard Airport Project to be eligible for a construction grant in FY 2021, and it is likely that the final FAA Agreement will need to be executed before the Board could review it this summer. Therefore, we are seeking the Board's authorization for the Director of Airports or designee to execute a reimbursable agreement with substantially the same terms as the sample agreement in Exhibit A, in an estimated amount of \$300,000, but the actual amount will be determined by the FAA after further scope development. The Department has adequate cash reserves to provide the upfront funding.

6b2

If you have any questions regarding this item, please call Erin Powers at 388-4205, or me at 388-4372

A handwritten signature in blue ink, appearing to read "Kip Turner", with a stylized flourish at the end.

KIP TURNER, C.M.
Director of Airports

Attachment:

Exhibit 1 – FAA Reimbursable Agreement Example

6b3

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**COUNTY OF VENTURA
OXNARD AIRPORT
OXNARD, CA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **County of Ventura** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. 106 (1)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **County of Ventura**

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 USC 106(1)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. Purpose. The purpose of this reimbursable agreement between the FAA and Sponsor is to relocate existing FAA owned equipment aligned on Runway 25 at Oxnard Airport (OXR), so the sponsor can relocate the runway threshold and re-establish airport services, equivalent to those now existing. This entails removing the Medium Approach Light System with Rails (MALSR) and reinstalling a Medium Approach Light System, with sequenced flashers (MALSF), aligned to the new threshold location, and, if needed,

relocating the existing ILS glide slope (GS) facility, as required to establish a three degree slope/glide path angle with an in tolerance threshold crossing height. The relocated runway threshold will provide a minimum landing distance of 5500 feet, and will better serve existing and planned aircraft operations at the airport. With is in mind, the project is titled:

Relocation of the Oxnard Runway 25 Medium Approach Light System and, if required for flight certification, the ILS Glide Slope.

B. The FAA will perform the following activities:

1. Perform the engineering design work necessary for the relocation and replacement of the FAA Approach Lighting System and, if necessary, the ILS GS.
2. Provide design information for the flush mounted MALSF foundations and associated raceways required for the MALSF threshold station, station two (2), and station four (4). Information will be provided in ".pdf" format.
3. Coordinate an approved shutdown of the impacted FAA's NAS facilities (SSC).
4. Receive the removed Rwy 25 MALSR equipment and support structures (poles) from the airport and/or Engineering Services and dispose of assets as coordinated with the FAA depot (SSC).
5. Procure a new MALSF system using funds provided via this reimbursable agreement. Electronic equipment, light fixtures, supports, and associated equipment building will also be purchased through this reimbursable agreement.
6. Construct the new MALSF system per the coordinated design.
7. Relocate the existing Runway 25 ILS GS equipment and shelter to a new location if necessary to provide a 3.0 degree glide path and an acceptable threshold crossing height.
8. The FAA will de-energize FAA facilities prior to any work being done on the equipment.
9. Provide the Engineering review, construction oversight, inspection, and approval for the airport's or its agent's installation of the foundation for the MALSF threshold bar, station 2, station 4, and associated raceways/ducting.
10. Perform any necessary systems checks to insure the systems are operational and in compliance with FAA standards, conduct the required flight checks, complete all documentation for facility publication, and validate systems ready to be returned to service. *Note: flight inspection of the ILS GS with the new threshold location will define the actual threshold crossing height and glide path angle. If*

665

these and other parameters are found to meet standards, relocation of the ILS GS will not be necessary.

11. Document the reinstalled systems and conduct a JAI for transfer to the FAA O&M unit responsible for systems maintenance.

C. The Sponsor will perform the following activities:

1. Provide a no cost lease for the property on which the FAA systems are sited, in accordance with Article 6A of this agreement.
2. Provide a full set of plans, including scaled electronic drawings showing the proposed airport work where FAA facilities are impacted.
3. Provide survey information, coordinates and elevations for the ultimate Runway 25 configuration. This includes final topography along the runway centerline throughout the touch down zone, and along the extended runway centerline out to 1600 feet beyond the runway's landing threshold (to the East), as well as for existing FAA and Airport owned facilities or infrastructure.
4. Complete an aeronautical survey and report results through A-GIS, to facilitate any necessary instrument procedure amendments. *Note: FAA Engineering service will submit required ILS and MALSF facility site data.*
5. Provide for vehicular site/airfield access (roads) to the relocated FAA facilities and equipment buildings.
6. Provide a new power service and maintain any existing connectivity (control) to any relocated equipment buildings.
7. Allow independent airfield access to FAA Engineering Service personnel who are associated with the project. This includes necessary airport gate access, any required stickers or placards needed for Government owned or leased vehicles (vehicle may be continuously changing), and provisions for any required training necessary for access badging.
8. Ensure any relocated FAA facilities are included in the sponsor's environmental assessments and mitigations strategy.
9. Provide grading and compaction as required to accommodate relocated FAA facilities.
10. Work with the FAA (Operations Engineering Group and the local maintenance group (SSC)) to insure that the existing operational FAA facilities are not impacted by the Airport's planned construction work.

Revision D

11. The Sponsor shall coordinate directly with the local FAA Santa Barbara (SBA) Systems Support center (SSC), any work that may affect existing FAA operational facilities. This includes any work in the vicinity of existing FAA operational facilities and/or within its critical or grading area. Any resulting facility shutdowns and the need for mediation and/or flight checks for facility restoration shall be at the discretion of the SBA SSC.
12. In coordination with the FAA Project Engineer and the SBA SSC, remove the existing MALSR light lane (non-sheltered) equipment, after an SBA SSC coordinated system shutdown is approved. Give the removed MALSR components to SBA SSC for equipment disposition.
13. Provide any additional design and contractual information (beyond the FAA's provided information) necessary to acquire a construction contractor; and construct the foundations and associated raceways for the MALSF threshold, station 2, and station 4. All newly installed or relocated FAA facilities shall comply with the most current versions of FAA specifications 1217F, and 1391b, and FAA Standard 019e. All material not otherwise indicated to be Government Furnished, shall be furnished by the Airport. Work on the FAA facilities shall be consolidated so that the FAA oversight can be continuous and interrupted. All work shall be done to the approval of the FAA.
14. Remove all structural debris from the demolition/removal of equipment/facilities including but not limited to concrete footings.
15. Provide a full schedule showing periods where the existing FAA equipment will be impacted.
16. Sponsor provided drawings shall be delivered directly via PDF format (as opposed to access via a web site) and include only those that are relevant to the FAA work.

ARTICLE 4. Points of Contact

A. FAA Points of Contact:

1. The **NAVAIDS Engineering Center - Seattle** will perform the Scope of Work included in this Agreement. [REDACTED] is the **System Engineer** and liaison with the Sponsor and can be reached at [REDACTED] or via email at [REDACTED]. [REDACTED] is the **FAA Lead Planner** and liaison with the Sponsor and can be reached at [REDACTED]. Neither of these liaisons are authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. **FAA Contracting Officer:** The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, [REDACTED] who can be reached at [REDACTED] or via email at [REDACTED]

B. Sponsor Point(s) of Contact

COUNTY OF VENTURA

555 AIRPORT WAY
CAMARILLO, CA 93010
Phone 805-388-4200

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated by causes not attributable to either the Sponsor or the FAA, the FAA parties will determine funding responsibility.

ARTICLE 6. Transfer Agreement

- A. To the extent that the Sponsor provides any material associated with the project, all such material (buildings, equipment, systems, components, cable enclosures, etc.) will become the property of the FAA. The Sponsor will enter into a transfer agreement with the FAA for all real and personal property being transferred to the FAA for conveyance of ownership. The Sponsor will provide a line item property listing in tabular format, consisting of all real and personal property that will be included in the Project. Real property will be identified by each line item and cost (e.g., foundation size, building type and dimensions, systems, composition of access road and parking, linear feet of fencing and cabling, etc.). Personal property listing will include the bar code number (where applicable), manufacturer, full item description, part number and/or serial number, quantity, model number, cost, funding appropriation, etc. The cost data for each item will be supported by a copy of the original invoice or billing statement and a copy of the construction contract along with verification of the contract acceptance date.
- B. The itemized cost data will be compiled into FAA Form 4650-12(1/99), Material Transfer/Receipt Document. This completed document provides an opportunity for the FAA (whenever possible) to verify equipment accountability; to assign national or

local stock numbers; to determine the breakout of installed facility equipment; to establish line item accountable property; and to assign bar codes to specific equipment prior to it being recorded in property records. Joint signatures are required from both the Sponsor and the FAA Property Custodian on the FAA Form 4650-12(1/99) prior to recordation of the assets in the FAA's property systems.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this project are as follows:

Description of Reimbursable Item	Estimated Cost
Engineering WB4020	
Construction - WB4050 (Includes ILS-GS, MALSF & TAND)	
Equipment WB4050	
Flight Check WB4060	
Joint Acceptance Agreement WB4070	
Subtotal	
Overhead @ 2.5 %	
Total Estimated Cost	

ARTICLE 8. Period of Agreement - Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section A of this Agreement. This agreement's expected period of performance is 18 months. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA - [REDACTED]
ATTN: [REDACTED] Reimbursable Project Team
P.O. Box 25082
Oklahoma City OK 73125
Telephone [REDACTED]

The overnight mailing address is:

DOT/FAA [REDACTED] Aeronautical Center
Attn: [REDACTED] Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City OK 73125
Telephone [REDACTED]

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

COUNTY OF VENTURA
555 AIRPORT WAY
CAMARILLO, CA 93010
Phone 805-388-4200

- D. The FAA will provide updates at least quarterly of costs incurred against the advance payment. A Reimbursable Bill Support List (a summary of costs by object class) will accompany all updates.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed amendment to the Agreement to the FAA- [REDACTED] Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, the FAA reserves the right to request additional funding in the event that a contractor brings a claim against the FAA resulting in additional costs. More so, the sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by an appropriate written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

6b11

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 USC 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 USC, Section 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect

proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements (January 2009) are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and that, accordingly, the Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

FEDERAL AVIATION
ADMINISTRATION

COUNTY OF VENTURA

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____
Tax ID _____

July 6, 2020

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

Subject: Approval of, and Authorization for the Director of Airports or His Designee to Execute, the Option Agreement for Real Estate Lease with Aspen Helicopters, Inc. for Approximately 1.3 Acres at the Oxnard Airport

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 execute the Option Agreement for Real Estate Lease (Exhibit 1) with Aspen Helicopters, Inc. (Aspen) for approximately 1.3 acres at the Oxnard Airport for potential development of a commercial hangar facility and associated vehicle and aircraft parking and taxiways.

Fiscal/Mandates Impact:

Mandatory: *No*

Source of funding: *Aspen Helicopters, Inc.*

Funding match required: *None*

Impact on other departments: *None – No impact on General Fund*

Summary of Revenues and Costs

	<u>FY 2020-21</u>	<u>FY 2021-22</u>
Revenue:	\$ 46,024	\$ 50,208
Costs:		
Direct	0	0
Total Costs	\$ 0	\$ 0
Net Costs – Airport Enterprise Fund	\$ 46,024	\$ 50,208

601

Current Fiscal Year Budget Projection:

FY 2020-21 Budget Projection for Oxnard Administration – Division 5020 Unit 5021				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$ 2,848,850	\$ 2,848,850	\$ 2,848,850	\$ 0
Revenue	4,696,552	4,696,552	4,696,552	0
Net Cost/(Credit)	\$(1,847,702)	\$(1,847,702)	\$(1,847,702)	\$ 0

Revenue and appropriations are included in the FY 2020-21 adopted budget.

Discussion:

Aspen is a commercial tenant and aeronautical service provider. Aspen currently leases and operates a facility at the Oxnard Airport. Aspen seeks to expand said facility and develop an approximately 1.3-acre (57,375 square-foot) unimproved area adjacent to its current facility. Proposed expansion will include the following: (a) a commercial hangar facility consisting of hangar, shop, and office space of approximately 28,000 square feet; (b) parking; (c) a tie-down area of approximately 22,500 square feet; and (d) all required apron and taxiways to access the existing runway, under a lease to be negotiated. Aspen desires an option agreement for the purpose of conducting due diligence investigations of the property in anticipation of the lease.

The proposed option terms are summarized below.

Premises: An approximately 57,375 square-foot unimproved area, bordered by Aspen's current facility to the east, the main taxiway to the north, an unimproved County-owned lot to the south, and a privately owned storage lot to the west.

Term: Up to 24 months. Subject to the Board's approval of the lease, the County must execute the lease within 30 days of Aspen's exercise of its option to lease.

Option Fee: \$4,184.00 monthly (\$.875 per square foot per year).

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4372.



KIP TURNER, C.M.
Director of Airports

Attachment:

Exhibit 1 – Option Agreement for Real Estate Lease between County of Ventura and Aspen Helicopters, Inc.

6c2

OPTION AGREEMENT FOR REAL ESTATE LEASE

THIS OPTION AGREEMENT (Agreement) is entered into as of this ____th day of _____ (Effective Date) by and between Aspen Helicopters, Inc., a California corporation (Aspen), and the County of Ventura, a political subdivision of the State of California (County) (each a Party and collectively the Parties).

RECITALS

County holds fee simple title to the Property, consisting of approximately 5 acres of real property at the Oxnard Airport (Airport). Aspen intends to develop a portion of the Property, an approximate area of 57,375 square feet (Premises), shown as "Premises" on Exhibit A, attached hereto and made a part hereof by reference.

Aspen desires to lease the Premises to construct (a) a commercial hangar facility consisting of hangar, shop, and office space of approximately 28,000 square feet, (b) parking, (c) a tie-down area of approximately 22,500 square feet and (d) all required apron and taxiways to access the existing runway, and thereafter operate the hangar facility, under the terms and conditions of a lease agreement (Lease) to be negotiated between the parties.

Aspen desires to use the term of this Agreement for the purpose of conducting due diligence investigations of the Property in anticipation of the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Aspen agree as follows:

Grant of Option. County hereby grants to Aspen, during the Term of this Agreement, an exclusive option to lease the Property (Option) pursuant to the Lease.

Option Payment.

Aspen must pay to County the current aviation land rate as published in the then current Rent and Fee Schedule, which is currently \$.0729/sf/month = \$4,184 per month, on the first of day each month, in advance. A \$4,184 payment for the period from July 1, 2020, to July 31, 2020, must be paid on or before July 1, 2020. These payments, and all payments made under this Agreement, are known as the "Option Payments." Every Option Payment is nonrefundable and fully earned by County when received, except as provided below.

In the event that this Agreement is terminated for an uncured breach by County, then County must refund to Aspen all but the first Option Payment.

Term; Exercise of Option.

The term of this Agreement (Term) is twenty-four (24) months from the Effective Date unless terminated earlier as provided in this Agreement. Aspen may exercise the Option as to the Property at any time during the Term, by written notice to County (Exercise Notice) delivered no later than the last day of the Term (Expiration Date).

Aspen and County intend to negotiate in good faith the terms and conditions of the Lease, which is subject to approval by County's Board of Supervisors. Subject to approval of the Lease by the Board of Supervisors, the Parties must execute the Lease within thirty (30) days of

EXHIBIT 1

6c3

County's receipt of the Exercise Notice. If the term of the Lease commences before the Expiration Date, this Agreement terminates upon commencement of the term of the Lease.

In the event that the Option is not exercised by Aspen in the manner provided herein on or before the Expiration Date, then (i) this Option Agreement, without further action of either Party, shall automatically terminate and thereafter be null and void and with no further force or effect, and (ii) County shall retain all Option Payments made by Aspen. In addition, Aspen shall provide County with copies of all reports and findings from its investigations and consultants made during the Term.

County's Covenants. County hereby covenants and agrees that, during the Term, County will not negotiate with a third party over, or enter into any, license, lease, or agreement to lease, the Property without the prior written consent of Aspen. County will continue to operate and manage the Property in accordance with County's past customary practices and procedures.

Government Inclusions. This Agreement shall be subordinate to the provisions of any existing or future agreements between County and the United States of America or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent of the conditions of any existing or future funds, County agrees to provide Aspen written advance notice of any provisions that would adversely modify the material terms of the Agreement.

Federal Government Emergency Clause. All provisions of the Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any portion thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Permitting and Land Use Regulations. County agrees to cooperate with, and to provide reasonable assistance to Aspen as reasonably required to facilitate any application to governmental authorities for: (a) a special use permit or conditional use permit to allow Aspen's development of hangar facilities on the Property; and (b) modifications to land use regulations affecting the Property. County's cooperation and assistance under this section are limited as follows: County must not incur any costs or liability in connection with its cooperation or assistance, and Aspen must pay all expenses incurred in connection with any application under this section; no permit or modification under this section will become effective until after the Lease has become effective; Aspen must indemnify and hold County harmless from any loss, liability, expense, or damage (including reasonable attorneys' fees) in connection with any application under this section, including any required inspections; and County's cooperation and assistance under this section will be provided only by County's Department of Airports, acting in its capacity as landlord over the Property, and County makes no warranty or commitment that any governmental authority, including any County agency, will review, process, or grant any application under this section.

Inspection; Access to Property. Aspen has the right, at all reasonable times during the Term, to (i) inspect the Property; (ii) review any plans and specifications, surveys, title reports, engineering reports, environmental reports, and other materials in County's possession or control relating to the Property; (iii) discuss the Property with, and attempt to obtain additional information from, third-party sources, including, without limitation, governmental agencies (including, without limitation, applicable County zoning administrators), tenants, and any property manager; and (iv) subject to County's permission as to the type and timing thereof, conduct engineering and geophysical feasibility tests of the Property and an environmental audit or audits of the Property, including sampling. During the Term, Aspen has reasonable access to the Property

for the purpose of making such tests, inspections, and investigations, but must undertake its activities so as to limit interference with current tenants or invitees of the Property to the extent commercially practicable.

Notices. Any notice or other communication required or desired to be given hereunder must be in writing and must be given by personal delivery, by overnight courier service, or by certified or registered United States mail (or its international equivalent), postage prepaid and return receipt requested; and addressed to the Parties as follows, or as may be otherwise designated thereby in writing; and are deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt; or (b) if by overnight courier service, one (1) business day after so sending; in each case addressed as follows:

If to Aspen:

Aspen Helicopters, Inc.
ATTN: Charlie McLaughlin, President
2899 W. Fifth St.
Oxnard, CA 93030

If to County:

Kip Turner, Director of Airports
Ventura County Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010-8530

Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

Successors and Assigns. All the terms and conditions hereof are binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors, and assigns. County may not assign or transfer its rights and interest in the Property during the term of this Agreement except as permitted by section 5 of this Agreement. Aspen may not assign or transfer any right or obligation under this Agreement in whole or in part.

Authority & Non-Contravention. Each Party has the full unrestricted right, power, and authority to enter into this Agreement, and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement by each Party will not violate, conflict with, require consent under, or result in any breach or default under (a) any of each Party's organizational documents; (b) any applicable law; or (c) the provisions of any contract or agreement to which either Party is a party or to which any of its assets are bound.

Severability. In the event that any term or provision of this Agreement, or the application thereof to any particular party or circumstance, is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or in its application to a particular party or circumstance), the remaining terms and provisions of this Agreement or the application thereof to different parties or circumstances, as the case may be, are not affected thereby and this Agreement will remain in full force and effect in all other respects.

No Merger. The terms and provisions of this Agreement will not merge or be deemed to merge into the Lease.

Counterparts. This Agreement may be executed in any number of identical counterparts, each of which is an original, but all of which constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Either Party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Each Party agrees that following the electronic storage of this Agreement, any hardcopy printout of that electronically stored information will constitute an original of this Agreement.

Applicable Law & Jurisdiction. This Agreement and all amendments thereof are governed by and construed in accordance with the law of the State of California. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby must be instituted in the Superior Court of the State of California in the County of Ventura, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

Termination for Cause. Either Party may terminate this Agreement in the event all of the following occur: the other Party has breached any material representation, warranty, or covenant contained in this Agreement in any material respect; the non-breaching Party has notified the breaching Party in writing of the details of the breach; and the breach has continued without cure by the non-breaching Party for a period of 30 days after the notice of breach.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

COUNTY:

County of Ventura,
a political subdivision of the State of California

Aspen Helicopters: Aspen Helicopters, Inc.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DESCRIPTION OF PROPERTY



MONTHLY ACTIVITY REPORT

Month ending May 31, 2020

Hangars and Tie-downs:

Camarillo				Oxnard					
		Inventory	Occupied	Available			Inventory	Occupied	Available
Hangars				Hangars					
Private	170	170	0	Private	55	55	0		
County	125	112	13	County	69	62	7		
Total	295	282	13	Total	124	117	7		
Tie-downs				Tie-downs					
County	96	84	12	County	7	4	3		
Western Cardinal	25	18	7	Goldenwest Jet Center	15	11	4		
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2		
Visitor	35			Visitor	7				
Total	191	132	24	Total	37	21	16		

Airport Operations:

Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	11,094	6,812	Current Month	0	0
Last year for the month	12,792	6,270	Current year to date	4	1
% Change	-13%	9%			
Current year to date	58,813	28,756			
Last year to date	60,132	28,777			
% Change	-2%	0%			

Other:

	Camarillo	Oxnard
Citations issued	0	3
Cards issued to transient overnight aircraft	14	2
Noise/nuisance compliants	4	6
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	111	31

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

8a

**MONTHLY NOISE COMPLAINT SUMMARY
CAMARILLO AIRPORT**

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
5/6 11:00am Clear, Windy	Low Flying	L	Jet	200 Block Geneive Circle, Camarillo, CA	1	1	*	N/R
5/7 3:15pm Clear	Low Flying	L	Jet	200 Block Geneive Circle, Camarillo, CA	1	1	*	N/R
5/10 8:00pm Overcast	Low Flying	L	Jet	200 Block Geneive Circle, Camarillo, CA	1	2	*	N/R
5/27 3:20pm Clear	Low Flying	L	Jet	3100 Block Old Coach Road, Camarillo, CA	1	1	*	N/R

* Unable to identify aircraft

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

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

**** Complaint not related to noise

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

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

861

May, 2020

MONTHLY NOISE COMPLAINT SUMMARY OXNARD AIRPORT

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
5/15 10:00am Clear, Calm	Noise	T&G	C-182	900 Block Catamaran Street, Oxnard, CA	1	2	***	N/R
5/16 5:35pm Clear, Calm	Noise	T&G	C-172	5200 Block Whitecap Street, Oxnard, CA	2	2	***	N/R
5/16 5:30pm Clear, Calm	Noise	T&G	C-172	5500 Block West 5 th Street, Oxnard, CA	1	1	***	N/R
5/17 11:00am Clear, Calm	Noise	T&G	Cessna	3500 Block Leeward Way, Oxnard, CA	1	1	***	N/R
5/17 11:10am Clear, Calm	Noise	T&G	Cessna	5200 Block Whitecap Street, Oxnard, CA	1	2	***	N/R
5/20 4:15pm Clear, Calm	Noise	T&G	C-172	900 Block Catamaran Street, Oxnard, CA	1	2	***	N/R

* Unable to identify aircraft

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

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

**** Complaint not related to noise

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

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

May, 2020



CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update:

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

Upcoming Action Items:

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

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

OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update:

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

Upcoming Action Items:

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

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

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

Status Update:

- N/A for May 2020.

Upcoming Action Items:

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

Percent Complete: The Annual Consultant Services Contract is 16.6 percent complete through May 2020.

8c1

PROJECT STATUS REPORT

Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc
Revision Date 2020-06-23



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3138400-181115.01 AEA 18-14 AIP TBD	OXNARD	DESIGN SERVICES PRELIMINARY DESIGN SERVICES FOR THE OXNARD RUNWAY AND TAXIWAY REHABILITATION / RECONSTRUCTION Preliminary design includes topographic survey, geotechnical investigation, and evaluation of preliminary design alternatives.	a) Draft Preliminary Design Concept Report and Preliminary Plans submitted for County review on November 1, 2019.	95%	a) County review of draft deliverable documents. b) County to prepare an amendment for contract change of scope (overall deductive amendment).
3138400-181115.03 AEA 20-05 AIP TBD	OXNARD	DESIGN SERVICES PRELIMINARY SITE INVESTIGATION SERVICES FOR THE OXNARD TAXIWAY F IMPROVEMENTS Preliminary site investigation includes geotechnical investigation and topographic survey for the proposed improvement limits.	a) Field work for geotechnical investigation and topographic survey completed in October. Processing of topographic survey analysis complete with deliverables provided to the County on 12-23-2019.	95%	a) Draft geotechnical report submitted on 2-21-2020 for County review.
3168900-132415.05 AEA 18-06 AIP - 036	CAMARILLO	CONSTRUCTION SERVICES NORTHEAST HANGAR DEVELOPMENT, PHASE 1 Construction of the Phase 1 project, which includes 3 rows of hangars and surrounding pavement/drainage and the extension of water, sewer, and electrical services.	a) Construction commenced on 12-5-19.	59%	a) Continue to perform construction administration and observation for ongoing construction.
3168900-182312.01 AEA 19-05 AIP - N/A	CAMARILLO	DESIGN SERVICES TAXIWAYS A, E, F, AND RUN-UP AREA PAVEMENT MARKING IMPROVEMENTS Marking of associated taxiway centerlines, edge markings, and run-up apron markings.	a) Draft plans and specs submitted 10/16/18. b) Updated plans and cost estimate, submitted 3/14/19, reflect additional scope of work and project phasing aligned with County's pavement removal contractor.	75%	a) Mead & Hunt to prepare final contract documents and advise for bidding after receipt of County comments.
3168900-190121.02 AEA 20-03 AIP - 037	CAMARILLO	CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION Surface treatment and remarking of Taxiway H.	a) Construction complete with the exception of the final application of pavement markings	70%	a) Pay application processing, final application of pavement markings in early July, and project closeout
2206900-170271.03 AEA 20-02 AIP - N/A	CMA & OXR	DESIGN SERVICES ON-CALL SERVICES (2019-2020) On-call services at the request of the County. Period is effective through June 30, 2020.	a) Contract executed. b) Aircraft operation analysis.	29%	a) None to note, all action items complete
22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	DESIGN SERVICES OXR AND CMA DBE UPDATES (2018-2019) Develop DBE program and goals as well as prepare yearly reports.	a) CMA & OXR i) Programs and goals submitted and approved. ii) Programs and goals reporting.	56%	a) Reports completed and up to date, submitted/filled with the FAA.
3138400-181115.02 AEA 20-06 AIP - TBD	OXNARD	FINAL DESIGN OXR RUNWAY 7-25 RECONSTRUCTION Taxiway Connectors A, B, C, D & E - Bid Alt 1 Parallel Taxiway F - Bid Alt 2	a) Contract executed. (Received executed contract and NTP 6/22/2020)	<1%	a) Target date for Preliminary submittal (Bid Alts 1 & 2) July 14, 2020



8c2

AIRPORT TENANT PROJECT STATUS

June 23, 2020

CAMARILLO

- ➔ Airport Properties Limited Row I plan currently under review by County Building and Safety. Plans require final approval by Airport before permits can be issued.
- ➔ Able Grid battery storage project design submitted to Airport for review and final approval. Project will go through the City of Camarillo for permits.
- ➔ CloudNine Development Final Initial Study and Mitigated Negative Declaration (IS/MND) was approved and certified by the Ventura County Board of Supervisors on June 16th. Tenant plans to submit design plans for Airport review and approval.

OXNARD

- ➔ None

OTHER

- ➔ None

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

June 2020

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA 295 Willis HVAC Replacement	\$264,565		County GSA	N/A	N/A	1/6/20	2/20/20	$\frac{100}{80}$	Work nearing completion.
5	CMA TWY's A, E, F, and Run-up Area Pavement Marking Improvements	\$18,285		Mead & Hunt	TBD	TBD	TBD	TBD	75	Airport marking project at TWY A budgeted for FY 20-21 to comply with FAA marking adjustments at TWY A. Other pavement markings due for refresh will be addressed at a later date.
3 & 5	OXR & CMA Disadvantaged Business Enterprise Program Goal Updates and Annual Reports	\$17,985		Mead & Hunt	N/A	8/14/18	N/A	N/A	95	CMA & OXR plans approved by FAA. Annual accomplishment reports submitted for FAA approval.
3	OXR PFAS Work Plan & Testing	\$7,950 \$104,531	\$17,894	Ninyo & Moore	N/A	6/6/19	N/A	TBD	$\frac{100}{100}$	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Soil sampling and report submitted to State Water Board. Awaiting any feedback or next steps.
	TWY Marking Re- stripe & ILS Adjustment	\$46,051		Super Seal & Stripe	3/6/20	3/19/20	3/16/20	3/30/20	100	Faded markings on taxiways to be refreshed, per Part 139 inspection. All work completed 3/31/20.

8e1

Note: Shaded boxes indicate changes from previous month
CMA – Camarillo Airport
OXR – Oxnard Airport
TBD – To be determined
CCO – Contract Change Orders
CUE – Camarillo Utility Enterprise

8e2

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

June 2020

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates			% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp	
5	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236	\$113,413 2,199,101	Mead & Hunt Toro Enterprises	8/15/17	10/17/17	12/5/19	12/1/20	Construction began 12/5/19. Grading and utility work complete. Erection of hangar structures underway. Total construction time allowed is 319 calendar days.
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$147,300		Coffman Assoc.	N/A	1/24/19	N/A	TBD	Work underway. Consultant coordinating draft forecasts with Airport. Drainage survey information under consultant review.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$47,640 \$213,351		Mead & Hunt, Maxwell Asphalt	6/25/19	8/15/19	4/20/20	TBD	Work nearly complete. Final striping to be scheduled.
3	OXR Airport Layout Plan Update	\$246,176		Coffman Assoc.	N/A	10/17/17	N/A	12/30/19	Work underway. FAA approved revised forecast on 12/3/19. Draft full ALP set submitted to FAA on 2/3/20 for review and comment.
3	OXR TWY F Site Investigation	\$96,770		Mead & Hunt	N/A	10/17/19	N/A	2/15/20	Geotechnical and survey work completed. Draft report under County review.

8e3

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
3	OXR Preliminary Design for RWY/JTWY Rehab./Reconst.	\$264,360		Mead & Hunt	N/A	10/9/18	N/A	11/30/19	95	Preliminary design report for runway to be finalized soon. Plan to enter into contract modification to separate the runway design work from the taxiway design work to facilitate design discussions with FAA. Taxiway design will be included in a final runway-taxiway design contract.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

8e4

**DEPARTMENT OF AIRPORTS
2020 MEETING SCHEDULES**

AAC/CAA/OAA

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

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

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

June 23, 2020

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

RE: Public Records Request dated June 16, 2020

Dear Mr. Sullivan,

Attached is the cost estimate for fulfilling the records request of your letter dated June 16, 2020 which totals \$0.09 (3 requests).

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

Sincerely,



Ana Castro
Management Assistant
Ana.Castro@ventura.org
(805) 388-4211

Enclosure

9a



Fire department to host June 18 blood drive

May 29, 2020

The Ventura County Fire Department and Vitalant will host a blood drive from 8 a.m. to 12:30 p.m. Thurs., June 18 in the Bloodmobile at the Camarillo Airport, 555 Airport Way, at the corner of Airport Way and Durley Avenue.

VCFD and Vitalant are operating within the CDC and county health guidelines to ensure public safety. Blood donations are more vital than ever, the agencies said.

Safety precautions in place to ensure a safe donation include changing the setup to meet social distancing requirements and following safety and disinfection protocols at blood drives and donation centers. Vitalant is also taking temperatures upon entry of the donation center/ blood drive.

Vitalant is one of the nation's oldest and largest nonprofit community blood service providers, including in Ventura County. It depends on volunteer blood donors to maintain adequate supplies to meet the needs of the communities it serves.

All blood types are needed.

To make an appointment, visit blood4life.org; use sponsor code 8425. Donors can also contact VCFD coordinator Crystal Stratton at (805) 389-9745 or Crystal.Stratton@Ventura.org.

10a

CloudNine jet hangar project at Camarillo Airport headed for construction

Mike Harris, Ventura County Star Published 2:18 p.m. PT June 23, 2020

The Ventura County Board of Supervisors has approved the final environmental study for a proposed \$32 million jet hangar project at Camarillo Airport, clearing the way for the venture to be built despite concerns by the city of Camarillo.

"We're very pleased," Nick Martino, vice president of operations for Westlake Village-based RKR Inc., the CloudNine project's developer, said Monday. "The next step is for us to continue working with the city and the county and build it."

Groundbreaking for the project near Las Posas Road and Ventura Boulevard could come as early as August, he said.

The \$32 million jet hangar venture calls for the development of about seven acres of open land on the northeast quadrant of the airport with four private commercial luxury hangars and offices, under a lease with the county, according to a report from Ventura County Department of Airports Director Kip Turner.



Artist's conception of proposed \$32 million CloudNine jet hangar project at Camarillo Airport. (Photo: CONTRIBUTED PHOTO/RKR INC.)

Camarillo officials and some residents are concerned that the project could lead to violations of a 1976 agreement between the city and the county that limits the weight of aircraft using the airport to 115,000 pounds.

According to the project's environmental study, the planned aircraft ramp can accommodate a Boeing Business Jet 737-800, which can weigh more than 170,000 pounds, then-Camarillo City Manager Dave Norman said in a staff report earlier this year.

But Ronald Rasak, RKR's CEO, said in a letter to Turner that the developer "has no intention now or in the future to allow Boeing 737 aircraft to operate from the CloudNine location."

Martino said Boeing 737s are simply too big to fit in the project's hangars.

Turner says Boeing business jets may currently operate at the airport provided they comply with the 115,000-pound weight limit.

The Board of Supervisors approved the final environmental study last week on a 3-1 vote with Supervisor Linda Parks dissenting.

1061

The study concludes "it has been determined that this proposed project may have a significant effect on the environment," including air quality and biological resources. "However, mitigation measures are available which would reduce the impacts to less-than-significant levels."

Supervisor John Zaragoza said at the board's June 16 meeting that as a longtime board member of the Camarillo Airport Authority, he remembers Camarillo City Council members also sitting on the authority's board "who really loved the project."

"They said it was really going to be great for Camarillo," he said. "... I believe we should approve this project."

Parks, concurring with members of the current Camarillo City Council, expressed concerns that the project could accommodate Boeing Business Jet 737-800s.

"The concern is primarily noise," she said.

Parks asked for RKR to formalize its voluntary promise not to allow 737s to be part of the project.

"I think we should have more than a handshake agreement," she said. "It should be part of the conditions. Because that will alleviate the concerns of the city of Camarillo."

But County Counsel Leroy Smith said he didn't think that would be appropriate.

"It's totally inconsistent with the idea that it's voluntary (if you) ask a developer to ... agree to something under threat that you're going to deny the environmental review" if the developer doesn't, he said.

In a June 10 memo to the board, Camarillo Interim City Manager Carmen Nichols asked the board to add language to the environmental study stating that the project must comply with the restrictions of the 1976 agreement, a request Parks supported.

Camarillo City Attorney Brian Pierik told the board last week that the 1976 agreement, designed to preserve the city's quality of life, is "still valid. It has not been amended. It has not been rescinded. And it still has legally enforceable obligations."

The board, however, did not add the language.

In a memo to the board, Turner said the Department of Airports does not support the city's request because it would appear to violate "the Airport Noise Control Act of 1990, its implementing regulations, FAA grant assurances, and the Camarillo Airport's deed restrictions."

That, in turn, would threaten the county's eligibility for federal funding under the Airport Improvement Program, Turner's memo states.

Assistant County Counsel Tom Temple, meanwhile, said "imposing a restriction on a single tenant (RKR) at the airport "among many who operate with similar types of aircraft would constitute unjust discrimination."

10b2



An airplane passes the control tower as it lands at Camarillo Airport. A proposed jet hangar project at Camarillo Airport is raising concerns that it might violate a 1976 agreement between the city of Camarillo and Ventura County that limits the weight of jets at the airport to 115,000 pounds. (Photo: JUAN CARLO/THE STAR)

Camarillo Mayor Tony Trembley said Monday that the "city's interest is in making sure that the county complies with the restrictions in the 1976 agreement."

He said the matter is now "under review by the city" but declined to elaborate.

Norman said in March said that the City Council could take "legal action it deems necessary to protect its citizens under terms of the 1976 agreement."

Norman has since retired.

Mike Harris covers the East County cities of Simi Valley and Thousand Oaks, as well as transportation countywide. You can contact him at mike.harris@vcstar.com or 805-437-0323.