



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

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

Thursday

November 10, 2022

6:30 P.M.

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

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

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

1. You may join the meeting via **Zoom**. See last page for detailed instructions about participating in the meeting via Zoom.
2. You may observe the meeting via the **Department of Airports YouTube channel**
https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber
3. Public Comment Options
 - a. **Email** – You may submit your comment, limited to 250 words or less, via email by 6:00 p.m. on Thursday, November 10, 2022 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.
 - b. **Zoom** – You may provide verbal comments during the meeting. See last page for detailed instructions about participating in the meeting via Zoom.

AGENDA

1. **CALL to ORDER and PLEDGE of ALLEGIANCE**
2. **ROLL CALL**
3. **AGENDA REVIEW**
4. **APPROVAL of MINUTES – October 13, 2022 (Pages 7-12)**
5. **PUBLIC COMMENT PERIOD**

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

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

6. NEW BUSINESS

OXNARD AIRPORT AUTHORITY

- A. Subject: Approval and Award of a Consultant Services Contract to Jviation, a Woolpert Company, in the Lump Sum Amount of \$150,440, for a Facility Assessment of the Air Traffic Control Tower at Oxnard Airport; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract; and Authorization for the Auditor-Controller to Process the Necessary Budgetary Transactions (Pages 13-38)**

Recommendations:

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

1. Approve and award a consultant services contract (Exhibit 1) to Jviation, a Woolpert Company, in the lump sum amount of \$150,440, for a facility assessment of the Air Traffic Control Tower (ATCT) at Oxnard Airport;
2. Authorize the Director of Airports, or his designee, to execute the subject contract; and
3. Authorize the Auditor-Controller to Process the Necessary Budgetary Transactions;

Budget Unit 5041 Airport Capital Projects

Increase Unit 5041 Buildings and Improvements	\$150,440
Increase Fund E300 Transfer Out an Expense Budget	\$150,440
Increase Fund E300 Transfer In an Expense Budget	\$150,440
Decrease Fund E300 Unrestricted Net Position	\$150,440

B. Subject: Consider Adoption of Resolution #15 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act (Pages 39-45)

Recommendation:

Consider adoption of Resolution #15 (Exhibit 1) authorizing remote teleconference meetings of the Oxnard Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

CAMARILLO AIRPORT AUTHORITY

C. Subject: Consider Adoption of Resolution #15 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act (Pages 46-52)

Recommendation:

Consider adoption of Resolution #15 (Exhibit 1) authorizing remote teleconference meetings of the Camarillo Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

D. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Lease Agreement with Sky 805, LLC for 265, 275 and 305 Durley Avenue at the Camarillo Airport (Pages 53-83)

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the Lease Agreement with Sky 805, LLC at 265, 275 and 305 Durley Avenue at the Camarillo Airport.

CAMARILLO & OXNARD AIRPORT AUTHORITY

E. Subject: Consider Effectiveness of the Aviation Advisory Commission and the Camarillo/Oxnard Airport Authority (Pages 84-86)

Recommendation:

Consider the effectiveness and use of resources in continuing to have both an Aviation Advisory Commission (Commission) and a Camarillo/Oxnard Airport Authority (Authority).

F. Subject: Receive and File a Presentation on Current Airport Planning Projects for Camarillo and Oxnard Airports (Pages 87)

Recommendation:

Receive and file a presentation on current airport planning projects for Camarillo and Oxnard Airports.

G. Subject: Receive and File a Staff Update Regarding Fly Friendly VC and Noise Management System (VNOMS) (Pages 88-89)

Recommendation:

Receive and file a staff update regarding Fly Friendly VC and noise management system (VNOMS).

H. Subject: Receive and File a Staff Update Regarding Aviation Leaded Fuel (Pages 90-92)

Recommendation:

Receive and file a staff update regarding aviation leaded fuel.

7. DIRECTOR'S REPORT

8. REPORTS (Pages 93-116)

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

Monthly Activity Report – September 2022
Monthly Noise Complaints – September 2022
Consultant Reports (Coffman Associates) – September 2022
Consultant Reports (Jviation – Camarillo Airport) – September 2022
Consultant Reports (Jviation – Oxnard Airport) – September 2022
Consultant Reports (Mead & Hunt) – September 2022
Airport Tenant Project Status – October 2022
Project Status – October 2022
Financial Statements First Quarter – FY 2022/2023
Meeting Calendar

9. CORRESPONDENCE (Pages 117-127)

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

Article dated September 3, 2022 from Camarillo Acorn re: High Flying Airshow Fun

Article dated September 3, 2022 from Camarillo Acorn re: Raise the Roof

Article dated September 16, 2022 from VC Star re: Small Plane Lands at Marina Park

Letter dated September 28, 2022 from Deputy Director Dave Nafie re: Camarillo Airport Hours of Operation Departures Between 12:00am and 5:00am

Letter dated October 12, 2022 from Communications & Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operation Departures Between 12:00am and 5:00am

Letter dated October 12, 2022 from Communications & Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operation Departures Between 12:00am and 5:00am

Department of Airports Announcement dated October 16, 2022 re: Increased Helicopter Activity

10. AUTHORITY COMMENTS – Comments by Authority members on matters deemed appropriate.

11. ADJOURNMENT

The next regular Authority meeting will be on Thursday, December 8, 2022 at 6:30 p.m. Location to be determined.

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



Webinar Instructions

Public link to Zoom webinar:

<https://us06web.zoom.us/j/89326150644?pwd=cHN3ZlBiN0ZJSiVjdnhzM2xUWEZDUT09>

Webinar ID: 893 2615 0644
Passcode: 870274
Phone Numbers: 1-669-900-6833
1-253-215-8782

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

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

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

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

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

Speaking

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

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





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CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

MINUTES

October 13, 2022

1. CALL to ORDER and PLEDGE of ALLEGIANCE

CAA Chair, Susan Santangelo, called the meeting to order at 6:31 p.m. and requested that CAA Vice-Chair Scott Barer lead the pledge of allegiance.

2. ROLL CALL

CAA PRESENT

Bob Huber
Shawn Mulchay
Susan Santangelo
Scott Barer

CAA ABSENT

Kelly Long (E)

OAA PRESENT

Bob Huber
Bert Perello
Eugene Fussell

OAA ABSENT

Kelly Long (E)
John Zaragoza (E)

Excused (E)

Late (L)

Alternate (Alt)

AIRPORT STAFF

Dave Nafie, Deputy Director
Erin Powers, Projects Administrator
Ana Castro, Program Administrator

3. AGENDA REVIEW

No changes to the agenda.

4. APPROVAL OF MINUTES – September 8, 2022

Camarillo Airport Authority: Mayor Shawn Mulchay moved to approve the September 8, 2022 meeting minutes with an amendment to update the minutes to reflect that Supervisor Bob Huber was not late. Vice-Chair Scott Barer seconded the motion. All members voted in favor and the motion passed unanimously 4-0.

Oxnard Airport Authority: Interim Chair Eugene Fussell moved to approve the September 8, 2022 meeting minutes with an amendment to update the minutes to reflect that Supervisor Bob Huber was not late. Councilmember Bert Perello seconded the motion. All members voted in favor and the motion passed unanimously 3-0.

5. PUBLIC COMMENT PERIOD

Public comments heard.

6. NEW BUSINESS

OXNARD AIRPORT AUTHORITY

A. Subject: Consider Adoption of Resolution #14 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act

Recommendation:

Consider adoption of Resolution #14 (Exhibit 1) authorizing remote teleconference meetings of the Oxnard Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Oxnard Airport Authority: Councilmember Bert Perello moved to approve staff's recommendation and Supervisor Bob Huber seconded the motion. All members voted in favor and the motion passed unanimously 3-0.

CAMARILLO AIRPORT AUTHORITY

B. Subject: Consider Adoption of Resolution #14 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act

Recommendation:

Consider adoption of Resolution #14 (Exhibit 1) authorizing remote teleconference meetings of the Camarillo Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Camarillo Airport Authority: Vice-Chair Scott Barer moved to approve staff's recommendation and Supervisor Bob Huber seconded the motion. All members voted in favor and the motion passed unanimously 4-0.

C. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, Amendment No. 1 to the Agreement with the Camarillo Sanitary District Regarding Out-of-Agency Service to and Annexation of Certain Property at the Camarillo Airport, to Extend the Agreement by Five Years; Authorization for the Director of Airports to Sign Future Amendments Extending the Agreement, Upon Approval by County Counsel

Recommendations:

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

1. Approve, and authorize the Director of Airports or the Director's designee to sign, Amendment No. 1 (Exhibit 1) to the Agreement Affecting Real Property Regarding Out of Agency Service and Annexation (Agreement) between the Camarillo Sanitary District (District) and the County of Ventura for the provision of sewer services to the Camarillo Airport's northeast hangar development and the potential annexation to the District of all property containing the Airport's sewer system.
2. Authorize the Director of Airports or the Director's designee to sign future amendments to extend the Agreement, upon approval by County Counsel.

Projects Administrator Erin Powers provided staff's report.

Camarillo Airport Authority: Mayor Shawn Mulchay moved to approve staff's recommendations and Chair Susan Santangelo seconded the motion. All members voted in favor and the motion passed unanimously 4-0.

CAMARILLO & OXNARD AIRPORT AUTHORITY

D. Subject: Receive and File a Staff Update Regarding Draft Updated Monthly Noise Report Format and Fly Friendly VC Program

Recommendation:

Receive and file a staff update regarding draft updated monthly noise report format and Fly Friendly VC program.

Deputy Director Dave Nafie provided staff's report.

Camarillo Airport Authority: Vice-Chair Scott Barer moved to approve staff's recommendation and Mayor Shawn Mulchay seconded the motion. All members voted in favor and the motion passed unanimously 4-0.

Oxnard Airport Authority: Councilmember Bert Perello moved to approve staff's recommendation and Interim Chair Eugene Fussell seconded the motion. All members voted in favor and the motion passed unanimously 3-0.

7. DIRECTOR'S REPORT

- Staff is kicking off the new private hangar lease agreement process with COHOTA's leadership who have offered up their hangars for initial inspections. The first round of hangar inspections already took place and staff thought the process went smoothly. It will take staff a number of months to get through over 200 inspections and get the new leases signed.
- Regarding an update on the gates and security cameras at both airports, the project is funded and staff has been working with the vendor, Convergent. Staff expects that installation will be completed by the fourth quarter of this year.
- Jannette Jauregui, the Communications & Engagement Manager, is working on upgrading all the Airport social media outlets which include Facebook, Instagram, Twitter, and the Airport website. Jannette is moving forward to get important information out to the public and she is doing a great job.
- Serco, the contract tower facility at Oxnard Airport, has found a new tower manager. Joshua is expected to start in the middle of October.
- Per a request from Councilmember Bert Perello, staff created signage at Oxnard Airport to alert pilots about the residential areas nearby and to be a good neighbor. The FAA needs to approve installation of the signage. Once permission is granted, there will be signage at each end of the runway entrances.

Report was received and filed.

8. REPORTS

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Consultant Reports (Coffman Associates) – August 2022
Consultant Reports (Jviation – Camarillo Airport) – August 2022
Consultant Reports (Jviation – Oxnard Airport) – June, July, August 2022
Consultant Reports (Mead & Hunt) – August 2022
Airport Tenant Project Status – September 2022
Project Status – September 2022
Financial Statements Fourth Quarter – FY 2021/2022
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE

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

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Article dated September 3, 2022 from Camarillo Acorn re: Raise the Roof

Article dated September 16, 2022 from VC Star re: Small Plane Lands at Marina Park

Letter dated September 20, 2022 from Projects Administrator Erin Powers to Jim Magglos, Waypoint Café re: Conceptual Approval of the Proposed Waypoint Café North Patio Improvements Located at Camarillo Airport; DR 22-08

Correspondence was received and filed.

10. AUTHORITY COMMENTS

In response to a comment from a member of the public, Ms. Nickell, made earlier in the meeting, Public Member Scott Barer shared that if Ms. Nickell is aware of any illegally registered planes, he urged Ms. Nickell to report the information to the FAA and/or the Department of Airports. Additionally, in response to a comment from another member of the public, Ms. De La Torre, made earlier in the meeting, Mr. Barer indicated that she

raised a good point about the Cloud Nine project being up and running during the upcoming noise study. Mr. Barer would urge staff to consider whether the Cloud Nine project will increase the noise footprint around the airport, even if it means slightly delaying the noise study until the Cloud Nine hangars are operational.

11. ADJOURNMENT

There being no further business, the October 13, 2022 Camarillo Airport Authority and Oxnard Airport Authority meeting was adjourned at 7:42 p.m.

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



COUNTY of VENTURA
Department of Airports

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November 7, 2022

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

Subject: Approval and Award of a Consultant Services Contract to Jviation, a Woolpert Company, in the Lump Sum Amount of \$150,440, for a Facility Assessment of the Air Traffic Control Tower at Oxnard Airport; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract; and Authorization for the Auditor-Controller to Process the Necessary Budgetary Transactions

Recommendations:

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

1. Approve and award a consultant services contract (Exhibit 1) to Jviation, a Woolpert Company, in the lump sum amount of \$150,440, for a facility assessment of the Air Traffic Control Tower (ATCT) at Oxnard Airport;
2. Authorize the Director of Airports, or his designee, to execute the subject contract; and
3. Authorize the Auditor-Controller to Process the Necessary Budgetary Transactions;

Budget Unit 5041 Airport Capital Projects

Increase Unit 5041 Buildings and Improvements	\$150,440
Increase Fund E300 Transfer Out an Expense Budget	\$150,440
Increase Fund E300 Transfer In an Expense Budget	\$150,440
Decrease Fund E300 Unrestricted Net Position	\$150,440

Fiscal/Mandates Impact:

Mandatory: No

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

Funding match required: *Airport Enterprise Fund (10%)*

Impact on other departments: *None*

<u>Summary of Revenue and Project Costs</u>	<u>FY 2022/23</u>	<u>FY 2023/24</u>
Revenue – FAA (90%)	\$ 0*	\$ 135,396*
Direct Costs	\$ 150,440	\$ 0
Net Costs – Airport Enterprise Fund	\$ 150,440	\$ 0

**Estimated Total Grant Amount. Actual grant amount will be dependent upon FAA available funding and is expected to be reimbursed under a future FY 23-24 grant for construction improvements.*

Current Fiscal Year Budget Projection:

FY 2022-23 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$11,782,232	\$13,755,185	\$13,755,185	\$0
Revenue	8,940,205	8,940,205	8,940,205	0
Net Cost	\$ 2,842,027	\$ 4,814,940	\$ 4,814,940	\$0

Revenue and appropriations are not included in the FY 2022-2023 capital budget.

Discussion:

Jviation, a Woolpert Company, was selected through a request for qualifications selection process in December 2020 as the Airports Consultant for a five (5) year term, which complies with the guidelines of the Federal Aviation Administration (FAA) Advisory Circular 150/51000-14D, and in accordance with the consultant selection process adopted by the Board on November 3, 1998. Although Jviation was selected as the Airport's Consultant for a five (5) term, each contract awarded during that period must be negotiated individually. Those contracts exceeding \$200,000 or projects not having received prior Board approval must be approved and awarded by the Board.

This contract is for a facility assessment of the Air Traffic Control Tower located at Oxnard Airport. Condition assessment services will include an assessment of the existing facility conditions and recommendations with cost estimates for repair/replacement. The codes, criteria, rules, and guidelines for this project will

incorporate both local building code requirements as well as IBC design standards. This assessment and future improvements are anticipated to be funded in part by a FAA grant under the Bipartisan Infrastructure Law, Airport Terminal and Tower Project Program.

The project was not included in the FY 2022/23 capital budget for the Airport Enterprise Fund which was adopted by the Board on June 20, 2022. Therefore, staff requests the Board authorize the Auditor-Controller to make the budgetary transactions necessary to support the project.

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

A handwritten signature in blue ink, appearing to read 'Keith Freitas', is written over a horizontal line.

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

Attachment:

Exhibit 1 – Contract

**CONSULTING SERVICES CONTRACT
AEA No. 22-11
Oxnard Airport – AIR TRAFFIC CONTROL TOWER FACILITY ASSESSMENT**

This is a Contract, made and entered into this December ____, 2022, by and between the COUNTY OF VENTURA, (COUNTY), and JVIATION, a WOOLPERT COMPANY, 720 South Colorado Boulevard, Suite 1200-S Glendale, CO 80246 (CONSULTANT).

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

The parties hereto agree as follows:

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

EXHIBIT 1

working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

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

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

7. COUNTY retains the right to terminate this Contract for any reason prior to completion by notifying CONSULTANT in writing, and by paying charges accumulated prior to such termination. Such charges shall be limited to the maximum fee specified in "Exhibit C" for completion of any separately identified phase of the work which, at the time of termination, has been started by request of COUNTY.
8. On completion or termination of Contract, COUNTY shall be entitled to immediate possession of, and CONSULTANT shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONSULTANT for this particular project prior to any termination. No documents prepared pursuant to this Contract or any modifications thereof shall be copyrighted by CONSULTANT or by COUNTY. CONSULTANT may retain copies of said original documents for CONSULTANT's files.
9. CONSULTANT is authorized to place the following statement on the drawings or specifications prepared pursuant to this Contract:

"This drawing (or These specifications), including the designs incorporated herein, is (are) an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on date. Any use, in whole or in part, for any other project without written authorization of JVIATION, shall be at user's sole risk."
10. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this contract. During the term of this agreement CONSULTANT shall not employ or compensate personnel currently employed by COUNTY.

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

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

11. This Contract is funded in part by a Federal Aviation Administration (FAA), Bipartisan Infrastructure Law (BIL) grant program. Personnel performing services in the field during construction are required in accordance with Section 1770 et. seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act) to be paid the higher of determinations of the general prevailing wages for various classes of workers in Ventura County as made by the California Director of Industrial Relations or the U.S. Secretary of Labor.
12. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including the COUNTY's boards, agencies, departments, officers, employees and agents (collectively "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract.
13. Insurance Requirements
 - a. Without limiting CONSULTANT's duty to indemnify and defend COUNTY as required herein, CONSULTANT shall, at CONSULTANT'S sole cost and expense and throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:
 - 1) Commercial General Liability insurance shall provide a minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
 - 2) Automobile Liability insurance shall provide a minimum of either a combined single limit of \$300,000 for each accident or all of the following: \$100,000 bodily injury per person, \$300,000 bodily injury per accident and \$50,000 property damage
 - 3) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000.
 - 4) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000 coverage for each occurrence or \$2,000,000 in annual aggregate coverage.
 - b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide COUNTY with copies of certificates

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

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

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

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

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

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

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

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

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

Project Coordinator
Director of Airports (Director)

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

CONSULTANT: JVIATION, A WOOLPERT COMPANY

Taxpayer No.: _____

Dated: _____

Print Name and Title

Dated: _____

Print Name and Title

COUNTY: County of Ventura

Dated: _____

Keith Freitas, Director of Airports

EXHIBIT A

Scope of Services Oxnard Airport – Air Traffic Control Tower Facility Assessment

I. PROJECT DESCRIPTION

This project will provide Condition Assessment Services for the OXR Air Traffic Control Tower (ATCT) to assess their existing conditions and provide recommendations for repair/replacement decisions. The codes, criteria, rules, and guidelines for this project will incorporate both local building code requirements as well as IBC design standards. More specifically, the scope of work will include the following components:

Basic Services for this project consists of the ATCT Facility Assessment Phase, the ATCT Recommendation Report and Cost Estimate Phase, all invoiced on a lump sum basis and detailed below.

II. SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT is detailed in the following Tasks. **BASIC SERVICES** consists of the ATCT Facility Assessment Phase and the ATCT Recommendation Report and Cost Estimate Phase

1. ATCT Facility Assessment:

1.1 Assess functional deficiencies (through visual inspection and interviews)

- Meet with end-users and stakeholders on-site to discuss ongoing maintenance and performance issues.
- Assess as-built drawings, security, safety, maintenance, and other reports provided by the County.
- Work with the County's maintenance contractor to evaluate building systems including HVAC, plumbing, security, electrical and fire protection, and the Air Traffic Control (ATC) electronic equipment's reliability.

1.2 Assess infrastructure deficiencies (through visual inspection and interviews)

- Meet with end-users and stakeholders on-site to discuss ongoing infrastructure issues.
- Assess as-built drawings, security, safety, maintenance, and other reports provided by the County.
- Work with the County to evaluate all structures including roof, foundation, core services (restrooms, breakroom), site/civil conditions (parking, pavement, storm drainage, sanitary sewer) and ADA code requirements.

1.3 Coordination and Oversight of Asbestos/Lead Paint Subconsultant

- Meet with end-users and stakeholders on-site to discuss areas requiring sampling
- Coordinate and oversee on-site work.
- Review report and recommendations.

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Kickoff Facility Assessment Meeting	<ul style="list-style-type: none"> Oxnard, CA – ATCT Project Manager, Project Manager IV and Project Manager II - Assume One (1) hour via teleconference to coordinate onsite work.
1.01 OXR ATCT Functional Assessment	<ul style="list-style-type: none"> Oxnard, CA – Engineer III's for Mechanical, Electrical, Plumbing, Fire/Life Safety, and ATC Equipment Engineer travel to Oxnard Airport to conduct condition assessment – Assume 5 people, two travel days, one large rental car, two nights hotel each, three days of per diem each, and one full day for assessment.
1.02 OXR ATCT Infrastructure Assessment	<ul style="list-style-type: none"> Oxnard, CA – Project Manager II and Engineer III Infrastructure Engineer travel to Oxnard Airport to conduct condition assessment – Assume 2 people, two travel days, two nights hotel each, three days of per diem each, and one full day for assessment.

2. ATCT Recommendation Report and Cost Estimate:

This will include the effort to document and record the data obtained and to provide a written assessment regarding the condition, maintainability, and supportability of the OXR ATCT. A recommendation for maintenance, upgrades and replacement will be outlined, showing what is necessary to implement the solution. This will include the effort to provide a draft report for the County's review, addressing comments, and providing a final document. The final document will include an executive summary and exhibits depicting the findings, priorities, recommended improvements, and associated cost estimates. The asbestos and lead paint inspection reports will be included as an appendix to the condition assessment report.

TASK 2 DELIVERABLES	TO COUNTY
2.01 DRAFT Condition Assessment Report to include a description of the asset, photo documentation, recommended correction for an observed deficiency, and a rough order of magnitude cost estimate of the associated cost for the recommended action.	✓
2.02 FINAL Condition Assessment Report.	✓

TASK MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Meeting with County to review DRAFT Assessment Report	<ul style="list-style-type: none"> Oxnard, CA – ATCT Project Manager, Project Manager IV, Project Manager II and ATC Equipment Engineer - Assume One (1) hour via teleconference to discuss findings and recommendations.

EX Reimbursable Costs During Design. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

Special Considerations

The following special considerations are required for this project and will be completed by a subconsultant to the Consultant. The cost for this work will be included in the engineering contract agreement with the County and the costs are in addition to the consultant fees outlined in the attached “OXR ATCT Facility Assessment Fee”.

Asbestos Survey - Terracon, will conduct a visual assessment of the interior and exterior of the ATCT to identify homogeneous materials, suspected of being asbestos-containing materials (suspect ACMs). Terracon to also conduct a visual assessment of the roof. Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACMs will be collected for laboratory analysis by a California Certified Surveillance Technician under the supervision of a California Asbestos Consultant as required by Cal/DOOSH CCR 1529. At least three samples of each homogeneous material will be collected. Terracon will collect up to sixty asbestos bulk samples for analysis from the interior and exterior.

Sample collection will result in some isolated damage to building finishes; however, attempts will be made to limit such damage to the extent necessary for sample collection. Neither Terracon or the Consultant will be responsible for repair or touch-up of sample locations. Terracon will not perform sampling which will require demolition or destructive activities, such as knocking holes in walls or ceiling, mirror mastics or removal of protective coverings. Ceramic tile sampling to be authorized by the County.

A laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) will analyze the bulk material samples by visual estimation using polarized light microscopy.

Lead Paint Survey – Terracon, will conduct bulk (paint chip and ceramic tile) sampling of suspect painted surfaces of representative colors and homogeneous applications and analyzed by Flame Atomic Absorption Spectroscopy or equivalent. Collection of paint chip samples will require removal of small portions of paint suspected of containing lead. The paint will be removed until the base surface is encountered (i.e., wood, metal, concrete). The ceramic tile samples will be analyzed for Total Threshold Limit Concentration. Damage caused by the sampling will not be repaired by Terracon or the Consultant and costs for any repairs are not included in the fees for this work.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Consultant and County.

1. Reimbursable expenses are based on the following rates:
 - Per diem for lodging and meals & incidentals is based on the US General Services Administration’s (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
 - Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently \$0.625/mile.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The County will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the County.
4. The County will furnish escorts as needed for the Consultant to conduct field work.
5. The County will coordinate with tenants as required to facilitate field evaluations and construction.
6. The Consultant must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
7. Because the Consultant has no control over the cost of construction-related labor, materials, or equipment, the Consultant's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Consultant does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Consultant's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the County's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Consultant is prepared to assist the County in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the County in writing for an additional fee as agreed upon by the County and the Consultant.

END OF EXHIBIT A

EXHIBIT B

TIME SCHEDULE

The CONSULTANT will complete all work called for under Tasks 1 and 2 within Six (6) Months from the official written notice to proceed issued by the COUNTY.

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

END OF EXHIBIT B

EXHIBIT C

FEES and PAYMENT

1. FEES

- A. County shall Compensate Consultant for all services detailed in Exhibit A, Tasks 1 and 2 in an amount not to exceed One Hundred Fifty Thousand Four Hundred Forty Dollars (\$150,440). This amount shall not be exceeded without written authorization from the COUNTY.

2. PAYMENT

Payment will be made monthly on presentation of an invoice and supporting documentation (i.e. time sheets, reimbursables, etc.) to the Department of Airports for services actually performed against the Scope of Work and Services detailed in EXHIBIT "A" and as outlined under Fees above. Separate invoices are to be submitted for each Fee item. Payment will be processed within 30 days from receipt of the invoice and supporting documentation by the Department of Airports, or within 10 days from receipt of the Department of Airports approved invoice by the Auditor-Controller's office.

END OF EXHIBIT C

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

The following provisions, if applicable, are hereby included in and made part of the attached Contract between COUNTY OF VENTURA DEPARTMENT OF AIRPORTS (COUNTY) and JVIATION, a WOOLPERT COMPANY (CONSULTANT).

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

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

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

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

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

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

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

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

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

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

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

Certificate of Buy American Compliance for Total Facility

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

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

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

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

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

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

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

Required Documentation

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

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

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

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

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

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

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

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

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

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

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

The CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

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

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Clauses for Compliance with Nondiscrimination Requirements

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

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

- 1). **Compliance with Regulations:** The CONSULTANTS will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2). **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3). **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 4). **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 5). **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6). **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

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

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

- 1). Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2). 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4). Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6). Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7). The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- 8). Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9). The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10). Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12). Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

7. CLEAN AIR AND WATER POLLUTION CONTROL.

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

CONSULTANT and subcontractors agree:

- 1). That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

- 2). To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3). That, as a condition for the award of this contract, the CONSULTANT or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4). To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

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

- 1). Overtime Requirements.

The CONSULTANT or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONSULTANT or subcontractor under any such contract or any other Federal contract with the same CONSULTANT, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

- 4). Subcontractors.

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

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

9. DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

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

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

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

- a. The COUNTY may, by written notice, terminate this contract in whole or in part at any time, either for the COUNTY's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the COUNTY.
- b. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONSULTANT's obligations, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT is be liable to the COUNTY for any additional cost occasioned to the COUNTY thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONSULTANT had not so failed, the termination will be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

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

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

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

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

Signature / Title (Company Representative)



COUNTY of VENTURA

Department of Airports

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

November 10, 2022

Oxnard Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Consider Adoption of Resolution #15 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act

Recommendation:

Consider adoption of Resolution #15 (Exhibit 1) authorizing remote teleconference meetings of the Oxnard Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

In the time that has elapsed since your October 13, 2022 meeting, COVID hospitalization rates have declined slightly with corresponding decreases in case and positivity rates in Ventura County. Public Health continues to monitor conditions and masks are recommended to be worn indoors by the California Department of Public Health. The public health situation remains stable, and the Centers for Disease Control and Prevention ("CDC") indicated that the community transmission level remains "low" in the County. The CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19." Staff will report back to your Commission as we enter the fall/winter months.

Background:

Governor Gavin Newsom signed Assembly Bill 361 ("AB 361") into law on September 16, 2021. AB 361 is an urgency measure effective immediately that authorizes legislative bodies to meet remotely in any of three circumstances, as set forth in Government Code section 54953, subdivision (e):

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

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

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

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

Attached for consideration is Resolution #15, that if adopted, authorizes your Airport Authority to meet remotely for a 30-day period, or until the Airport Authority's next regularly scheduled meeting.

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

A handwritten signature in blue ink, appearing to read 'Keith Freitas', with a stylized, cursive script.

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

Attachments:

Exhibit 1 – Resolution #15

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

**RESOLUTION #15 OF THE OXNARD AIRPORT AUTHORITY AUTHORIZING
CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE OXNARD
AIRPORT AUTHORITY PURSUANT TO GOVERNMENT CODE SECTION 54953,
SUBDIVISION (e), OF THE RALPH M. BROWN ACT**

WHEREAS, the County of Ventura ("County") is committed to preserving and nurturing public access and participation in meetings of the Oxnard Airport Authority ("Airport Authority");

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

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

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

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

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

WHEREAS, on October 14, 2021, November 10, 2021, December 9, 2021, January 5, 2022, January 13, 2022, February 10, 2022, March 10, 2022, April 8, 2022, April 14, 2022, May 12, 2022, June 9, 2022, July 14, 2022, September 8, 2022, and October 13, 2022, the Airport Authority considered the circumstances of the State of Emergency and Dr. Levin's Recommendation to Promote Social Distancing and resolved to continue remote teleconference meetings for thirty days, or until the Airport Authority's next regularly scheduled meeting;

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

EXHIBIT 1

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Airport Authority as follows:

Section 1. The foregoing recitals are true and correct.

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

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

Upon motion of Airport Authority member _____, seconded by Airport Authority member _____, and duly carried, the Oxnard Airport Authority hereby adopts this resolution on this _____ day of _____, 2022.

Eugene Fussell, Interim Chair
Oxnard Airport Authority

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

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

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

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

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

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

EXHIBIT 2

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

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



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

November 10, 2022

Camarillo Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Consider Adoption of Resolution #15 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act

Recommendation:

Consider adoption of Resolution #15 (Exhibit 1) authorizing remote teleconference meetings of the Camarillo Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

In the time that has elapsed since your October 13, 2022 meeting, COVID hospitalization rates have declined slightly with corresponding decreases in case and positivity rates in Ventura County. Public Health continues to monitor conditions and masks are recommended to be worn indoors by the California Department of Public Health. The public health situation remains stable, and the Centers for Disease Control and Prevention ("CDC") indicated that the community transmission level remains "low" in the County. The CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19." Staff will report back to your Commission as we enter the fall/winter months.

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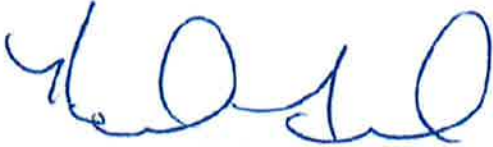
Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020. Dr. Robert Levin, Ventura County Health Officer, issued a recommendation regarding social distancing and continued remote meetings of legislative bodies on November 15, 2021 (Exhibit 2). Dr. Levin’s recommendation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

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

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

Attachments:

Exhibit 1 – Resolution #15

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

**RESOLUTION #15 OF THE CAMARILLO AIRPORT AUTHORITY AUTHORIZING
CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE CAMARILLO
AIRPORT AUTHORITY PURSUANT TO GOVERNMENT CODE SECTION 54953,
SUBDIVISION (e), OF THE RALPH M. BROWN ACT**

WHEREAS, the County of Ventura ("County") is committed to preserving and nurturing public access and participation in meetings of the Camarillo Airport Authority ("Airport Authority");

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

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

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

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

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

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

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

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Section 1. The foregoing recitals are true and correct.

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

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

Upon motion of Airport Authority member _____, seconded by Airport Authority member _____, and duly carried, the Camarillo Airport Authority hereby adopts this resolution on this _____ day of _____, 2022.

Susan Santangelo, Chair
Camarillo Airport Authority

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

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

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

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

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

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

EXHIBIT 2

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

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



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

November 10, 2022

Camarillo Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Lease Agreement with Sky 805, LLC for 265, 275 and 305 Durley Avenue at the Camarillo Airport

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the Lease Agreement with Sky 805, LLC at 265, 275 and 305 Durley Avenue at the Camarillo Airport.

Fiscal/Mandates Impact:

Mandatory: *No*

Source of funding: *Sky 805, LLC*

Funding match required: *None*

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

Summary of Revenues and Costs

	<u>FY 2022-23</u>	<u>FY 2023-24</u>
Revenue:	\$ (418,858)	\$ (465,037)
Costs:		
Direct	0	0
Total Costs	\$ 0	\$ 0
Net Costs – Airport Enterprise Fund	\$ (418,858)	\$ (465,037)

Current Fiscal Year Budget Projection:

FY 2022-23 Budget Projection for Camarillo Administration – Division 5020 Unit 5021				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$3,445,427	\$3,854,847	\$3,854,847	-0-
Revenue	5,272,231	5,272,231	5,272,231	-0-
Net Cost/(Credit)	\$(1,826,804)	\$(1,417,384)	\$(1,417,384)	-0-

Revenue and appropriations are included in the FY 2022-23 Adopted Budget.

Discussion:

During the September 8, 2022 Camarillo Airport Authority meeting, Authority members requested additional information from the tenant regarding the proposed preliminary site plan. At the November 10, 2022 Camarillo Airport Authority Meeting, a Sky805 LLC representative will provide a brief presentation of the proposed plans to renovate the existing facilities and improvements under the new proposed lease agreement.

Channel Islands Aviation lease at 275 and 305 Durley and Aviation Partners lease at 265 Durley were recently acquired in a stock purchase by a consortium of aviation professionals and developer RKR Development (same company that is developing the executive hangar complex at the northeast corner of the Camarillo Airport) called “Sky 805, LLC”. The hangar at 275 Durley is now approximately 75 years old and the hangar at 265 Durley is newer at approximately 20 years old, however has challenges which are not conducive to efficient current-day and future operations.

Sky 805, LLC desires to renovate the properties, expand the leasehold to include additional ramp and parking areas, construct new hangar facilities that meet current standards and aviation requirements, and better utilize the areas at an estimated investment of \$20 million, as proposed in the attached site plan (Exhibit 1).

Sky 805, LLC proposes to terminate the existing leases which have expiration dates of May, 2046 (Channel Islands) and September 2024 (Aviation Partners) and sign a new 40 year lease with a ten year option, and to phase the renovation work over five years, while maintaining the business through the expansion and renovation process. The new leases encompass additional ramp area and parking areas which were not included in the Channel Islands and Aviation Partners leasehold (143,052 square feet versus 476,971 square feet), and Department of Airports desires these areas be revenue generating.

The services offered under the existing leases will remain the same in expanded premises (Full Service Aviation Service Provider).

Rent under the new lease is approximately \$465,037 per year and rent under the existing leases is \$280,320 per year.

The proposed lease agreement is attached as Exhibit 2.

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

A handwritten signature in blue ink, appearing to read 'Keith Freitas', with a stylized, cursive script.

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

Attachments:

Exhibit 1 – Proposed Site Plan

Exhibit 2 – Proposed Lease Agreement with Sky 805, LLC



EXHIBIT 1

**CAMARILLO AIRPORT
LEASE AGREEMENT
BETWEEN
COUNTY OF VENTURA
AND
SKY 805 LLC**

EXHIBIT 2

**LEASE AGREEMENT - CAMARILLO AIRPORT
SKY 805, LLC**

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**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

THIS LEASE (Agreement) is made and entered into by and between:
COUNTY OF VENTURA (County) and
SKY 805, LLC (Tenant).

The parties agree that:

1. PROPERTY LEASED. County hereby leases to Tenant and Tenant hereby leases from County the property (Premises), located on the Camarillo Airport (Airport), described as follows:

Approximately 10.9 acres of land (476,961 square feet) including existing buildings and improvements located at 265, 275 and 305 Durley Avenue, Camarillo, California, labeled as the "Premises" on the drawing marked Exhibit "A," which is attached hereto and made a part hereof by reference.

In addition to, and separate from, the Premises, Tenant has the non-exclusive right to use that portion of the County's Fuel Farm (as described in Section 4.E) necessary to install, use, and maintain two fuel tanks as described in Section 4.E.

Following construction, Airport will prepare a survey at Tenant's expense to confirm the premises area.

2. TERM AND OPTION.

A. Term. The term of this Agreement is forty (40) years (Initial Term), commencing upon the date this Agreement is executed by County (Commencement Date).

B. Option. Provided the Premises have been maintained in good order and repair, Tenant has complied with all conditions in section 22, including any repairs required by any inspection report, and Tenant is not otherwise in default under the terms of the Agreement, Tenant may, at its option, extend this Agreement for one additional ten- (10) year period (Extended Term), provided that Tenant complies with the provisions of section 22. The Extended Term shall commence on the day following the expiration of the Initial Term and shall expire ten (10) years after the expiration of the Initial Term. The option shall be exercised separately by Tenant giving County written notice at least, but no later than, twelve (12) months prior to the end of the Initial Term.

C. All rights, title, and interest in all improvements on the Premises shall automatically vest in County upon termination or cancellation of this Agreement or upon the expiration of the Initial Term of this Agreement, unless Tenant exercises its option to extend in accordance with section 2.B, in which event all rights, title, and interest in all improvements on the Premises shall automatically vest in County at the end of the Extended Term.

3. HOLDOVER. If Tenant holds possession of the Premises after the expiration of the term of this Agreement or any extension thereof, with consent of County, either expressed or implied, Tenant shall become a tenant from month to month. All rent(s) for said holdover tenancy shall be adjusted to reflect the rate, as set forth in the then-current Department of Airports' Rent and Fee Schedule (Rent and Fee Schedule) adopted by County's Board of Supervisors (Board), and shall include the then-appraised value of the then-County-owned improvements. All other terms and conditions of this Agreement shall remain unchanged.

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

4. PURPOSE.

The Premises shall be used for the following specified purposes and shall not be used for any other purpose without first obtaining the written consent of the Director of Airports ("Director"). Tenant shall operate and maintain a first-rate Full Service Aeronautical Service Provider (ASP) as prescribed herein and as defined in the then-current version of County Airports' Minimum Standards, which is incorporated herein by this reference.

A. Required Services.

Tenant is hereby granted the nonexclusive privilege to engage in, and Tenant agrees to engage in the business of providing full and complete fixed base operation services at the Airport as follows:

1. Aircraft ramp service, including sale and into-Plane delivery of aviation fuels, lubricant and other related aviation products.
2. Repair and maintenance of aircraft.
3. Customary accommodations for the convenience of users, including pilot lounge area, information services and direct service connection to the Flight Service Station and The United States Weather Bureau.
4. Equipment and trained personnel to remove disabled aircraft with a gross landing weight of twelve thousand five hundred (12,500) pounds or less from those portions of the Airport provided and made available by County for aircraft and related operations, including aircraft runways, taxiways, ramps, aprons, and parking spaces, and areas directly associated therewith, which are not leased by Tenant or any other Tenant on the Airport ("Air Operations Area"). Tenant shall perform such removal services on request.
5. Sales of avionics engine parts, instruments and accessories.
6. Tenant shall provide adequate facilities to include restrooms and public/pilots lounge for its customers and customers of its subtenants.
7. Tenant acknowledges that no right or privilege has been granted which would operate to prevent any persons, firm, or corporation operating aircraft on the Airport from performing services on its own aircraft, with its own employees, including maintenance and repair services.

Fueling services are allowed only if Tenant's operations otherwise qualify as those of a Full Service Aeronautical Service Provider.

B. Authorized Services.

1. Ramp services including loading and unloading of passengers, baggage, mail, and freight; and providing of ramp equipment, aircraft cleaning, and other services for air carriers and other persons or firms.
2. Special flight services, including aerial sightseeing and aerial photograph.
3. The sale of new and used aircraft, aircraft parts, navigation equipment, and new and used radio and electronic equipment.
4. The demonstration of aircraft for sales and rental.
5. Flight training, including ground school.
6. Aircraft rental.
7. Aircraft charter operations conducted by Tenant or a subcontractor of Tenant.

Tenant may provide any other general aviation services not specifically provided for herein which are approved in advance, in writing, by County. County's approval of such services shall not be unreasonably withheld.

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

Tenant may provide required services through subtenants, which must physically operate from the Premises, under sublease agreements as provided by section 30 of this Agreement.

C. Operating Standards (for Tenant). In providing any of the required and/or authorized services or activities specified in this Agreement, Tenant shall operate for the use and benefit of the public and shall meet or exceed the following standards.

1. Tenant shall comply with the minimum operating standards or requirements promulgated by County, applicable to each of Tenant's activities on the Airport.

2. Tenant shall select and appoint a full-time manager of operations at the Airport. The manager shall be qualified and experienced, and vested with full power and authority to act in the name of Tenant with respect to the method, manner, and conduct of the operation of the fixed base services provided under this Agreement. The manager shall be available at the Airport during regular business hours, and during the manager's absence, a duly authorized subordinate shall be in charge and available at the Airport.

3. Tenant shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized by this Agreement.

4. Tenant shall control the conduct, demeanor, and appearance of its employees, who shall be trained by Tenant and who shall possess such technical qualifications and hold such certificates or qualifications as may be required by any government authority in carrying out assigned duties. It shall be the responsibility of Tenant to maintain close supervision over its employees to assure a high standard of service to customers and sublessees of Tenant.

5. Tenant shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Premises or property at any time situated therein and thereon. Tenant may, at its sole expense and cost, contest any tax, fee, or assessment.

6. Tenant shall comply with all federal, state, and local laws, rules, and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by County, and Tenant shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits.

7. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, Tenant shall have the right to choose, in its sole discretion, its vendors and suppliers.

8. Tenant shall at all times maintain, and provide the Director with, a current listing of all aircraft based or stored on the Premises, whether by Tenant or by any other person or entity. For purposes of this section, an aircraft is "based" on the Premises if it is operational and airworthy and operates from the Premises for six months in any calendar year.

9. Tenant shall further notify all customers, where Tenant has custody of customer's aircraft, of the requirement to register said aircraft with the Director and to show evidence of the required insurance.

10. Tenant shall properly collect, store and dispose of used motor oil generated on the Premises, in accordance with applicable laws and regulations.

D. Operating Schedule. Beginning on the date any facilities on the Premises are first offered for use by the general public, and in accordance with the then-current version of the County's Minimum Standards, all of the uses and services specified herein shall be provided on the Premises not less than ten hours per day and seven days per week. A change in the operating schedule may not be made prior to receipt of written approval from the Director.

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

1
2 E. Fuel Farm. Tenant shall store and dispense aviation fuels only from its own fuel truck(s)
3 and/or from fuel tanks located in the Airport's "Fuel Farm," which Tenant has the right to use,
4 but which are not part of the Premises. Fuel truck(s) and/or fuel tanks must conform to all
5 fueling and fire safety standards as contained in the Uniform Fire Code, National Fire
6 Protection Association standards and Federal Aviation Administration Advisory Circular 150
7 series as may be amended. County shall, on a quarterly basis, conduct a fire safety inspection
8 of fuel truck(s) and/or fuel tanks(s). Failure to maintain fuel truck(s) and/or fuel tank(s) to fire
9 safety standards is a breach of this Agreement. Tenant is responsible for maintaining,
10 including replacing, if necessary, all tanks and associated equipment under Tenant's control.
11 Upon termination of this agreement for any reason, Tenant must remove, at Tenant's sole
12 expense, all tanks and associated equipment installed by Tenant.
13

14 F. Use. No other uses are permitted except with prior written consent of the Director.
15 Authorization for other uses shall be null and void if not exercised within six (6) months after
16 such authorization.
17

18 **5. USE OF AIRPORT FACILITIES**. Tenant shall have the nonexclusive right to the use of the
19 runways and taxiways of the Airport, the public waiting rooms, rest rooms, and other public
20 places in the Airport, the roadways and landing aids, and other public facilities provided by
21 County.
22

23 **6. RENT**. The monthly rent shall be as follows:
24

25 The monthly rent shall be payable, in advance, on the first day of each month, commencing on
26 the first day of the first month after the date of the commencement of this Agreement pursuant
27 to section 2.A. The monthly rent for the Premises shall be based on the Aviation Land Rate
28 for County's Department of Airports ("Department"), as determined by the latest approved Rent
29 and Fee Schedule. If this Agreement commences on a day other than the first of the month,
30 then the first month's rent will be the pro rata share of the monthly rent and will be payable
31 immediately.
32

33 Rents for the Initial Term and the Extended Term are determined by the then-current Rent
34 and Fee Schedule. County may set rents and fees in the Rent and Fee Schedule, including
35 those applicable to this Agreement, as described in this section and sections 7, 29 and 30, at
36 whatever amounts it deems appropriate, on an annual or more frequent basis, in its absolute
37 and sole discretion, by amending its Rent and Fee Schedule by a majority vote of the
38 Board. Notwithstanding the foregoing, rent under this Agreement shall be adjusted every five
39 years, on the anniversary date of the commencement of this Agreement pursuant to section
40 2.A, to that amount shown by the then-current Rent and Fee Schedule.
41

42 Tenant shall pay County as additional rent a fuel flowage fee each calendar quarter ending
43 March 31, June 30, September 30, December 31, during the term of this Lease.
44 Current charges are: 1. Fuel Flowage Fee of \$.06 per gallon, Fuel Facility Fee (for Fuel
45 Farm) of \$.02 per gallon of aviation fuel delivered to Tenant at the Airport, if Tenant leases
46 tanks from County a Fuel Storage fee of \$.046 per gallon. 2. Oil Flowage Fee of \$.15 per
47 gallon for each gallon of oil delivered to Tenant at the Airport.
48

49 Fuel Flowage and Storage Fees shall be payable for the calendar quarter during which the
50 petroleum products were delivered to Tenant at the Airport. In computing fuel flowage rent,
51 there shall be no offset, carry over or carry back from prior months. In the event this

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

1 agreement is terminated, the final accounting period shall consist of that period of time
2 between the last quarter and the termination date of this Agreement.
3

4 Tenant shall maintain books, records and accounts in such form and detail as the County
5 Auditor may require, and shall make said records and accounts available to County Auditor
6 upon demand, which shall adequately and correctly reflect and account for all petroleum
7 products delivered to Tenant at the Airport.
8

9 The acceptance by County and any statement made by Tenant herein provided shall not
10 preclude County from thereafter questioning the accuracy or completeness thereof. If any
11 such statement shall be found to be inaccurate or incomplete, adjustment shall be made
12 forthwith in accordance with the true deliveries for the period and any additional rent that may
13 be due shall be forthwith paid.
14

15 It is understood and agreed that fuel flowage and storage fees are determined by the Rent
16 and Fee Schedule established for all leases at the Airport. The Rent and Fee Schedule is
17 subject to change by the Board during the term of this Agreement, or any renewal or extension
18 thereof. Tenant shall pay at the changed rent as established by the action of the Board.
19

20 **7. FAILURE TO PAY WHEN DUE.** If money payable to County as a condition of this Agreement
21 is not paid prior to ten (10) days after the due date, a fee of ten percent (10%) of the amount
22 due and unpaid, except that such fee shall not be less than twenty-five dollars (\$25.00), will be
23 added to the amount due and such total sum shall be due and payable to County as of the
24 original delinquency date. A further fee in the same amount will be added for each thirty- (30)
25 day period following addition of the fee, until paid. If the Board amends this requirement in the
26 Rent and Fee Schedule, the fee provided by this section will be adjusted to the new amount
27 when the rent is next adjusted on the adjustment schedule provided in section 6.
28

29 **8. ALTERATIONS BY TENANT/DEVELOPMENT TIMELINE.** Within the first five (5) years
30 after the date of the commencement of this Agreement pursuant to section 2.A, Tenant shall
31 replace and substantially modify the existing aviation infrastructure existing at the Premises as
32 of the Commencement Date, and construct and complete (including energy efficient
33 components) (a) a commercial hangar facility consisting of two (2) hangars of approximately
34 30,000 square feet each with a total of approximately 12,250 square feet of office/shop area
35 within the hangars, (b) a single story FBO building of approximately 8,000 square feet, or more,
36 containing offices and facilities for storage, repair and maintenance, flight school operations and
37 related services, (c) parking areas and all required apron areas to service the facilities, (d)
38 landscaping, (e) exterior parking lot lighting (f) replace two fuel storage tanks in the off-airport
39 fuel storage facility owned by County , for a total investment of no less than \$20,000,000,
40 provided, however, that approval of all such improvements, alterations, and additions
41 (sometimes referred to in this Agreement as the hangar project) must be obtained in advance
42 in writing from the Director. All improvements, alterations, and additions shall conform to the
43 then-current Airport Design Criteria for Construction and Specifications for Construction and
44 Maintenance by Tenant, as may be amended from time to time. Tenant shall obtain all
45 necessary applicable permits after securing the Director's written approval of plans. The
46 foregoing approvals shall not be unreasonably withheld, conditioned, or delayed.
47

48 Tenant shall initiate project design upon approval of the lease by the Board of Supervisors, with
49 Construction Commencement Spending of at least \$1,025,000 toward project capital
50 improvements within 24 months of the Commencement Date. "Construction Commencement
51 Spending" shall mean funds expended for environmental remediation, project design,

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

engineering, plans and specifications, required approvals and permits, and construction in connection with substantial modification of the buildings and site improvements that exist on the Premises as of the Commencement Date for the purpose of developing the improvements required by this Agreement. Tenant's failure to meet the above 24-month Construction Commencement Spending deadline will constitute a default unless Tenant instead pays to County \$1,025,000 (less any interim expenses applied to Tenant's Construction Commencement Spending obligations and approved in writing by County in advance).

Tenant shall coordinate with County to file Form 7460-1, Notice of Proposed Construction or Alteration, with the Federal Aviation Administration (FAA) for its review prior to the commencement of any construction. This shall be completed at the sole cost and expense of Tenant.

Until Construction Commencement, Tenant must continue to operate as a Full Service ASP in the existing facilities of Channel Islands Aviation and Aviation Partners, which are attached to this Agreement and incorporated here as Exhibit [C].

Tenant shall conduct a hazardous materials inspection of the Premises, including any improvements existing as of the Commencement Date, before beginning any construction or demolition of any of those existing improvements. Tenant is responsible for the cost of remediation of any hazardous materials found or created in the demolition of the existing facilities.

Tenant shall conduct a Phase 1 Environmental Review of existing underground facilities and soils at the expense of Tenant. If required, Tenant will conduct a Phase 2 Environmental Review of existing underground facilities at the expense of Tenant. Tenant shall be solely responsible for any remediation of contamination or hazardous materials, except for Existing Contamination as defined in section 28 below, in the area which comprised the premises under the lease agreements for Channel Islands Aviation dated June 2016 and Aviation Partners dated October 1999. Should further remediation be required due to unknown or known hazards in any of the Premises located outside of any area which comprised the premises under the lease agreements for Channel Islands Aviation or Aviation Partners, Tenant costs will be limited to \$25,000. In the event remediation costs exceed \$25,000, Tenant will immediately notify County and both County and Tenant agree to use best efforts to resolve the remediation and limit cost to Tenant.

Any delay or stoppage in the tasks and work required by this section 8 beyond a 30-day period due to unknown hazards, or causes and/or delays outside the reasonable control of Tenant, will immediately extend the development timeline by an equal amount of time, and Tenant shall advise County in writing of such delay.

9. SIGNS AND ADVERTISING. Tenant shall not erect or display, or permit to be erected or displayed, on the Airport or to the exterior of the buildings on the Premises, any signs or advertising matter of any kind without first obtaining the written consent of the Director. Tenant shall obtain all necessary applicable permits after securing the Director's written approval.

10. DELAY IN DELIVERY OF POSSESSION. If County, for any reason except as caused by the fault of Tenant, cannot deliver possession of the Premises on the date of commencement of the term of this Agreement, rent for the period between said date and the date that County can deliver possession shall be prorated and deducted from the rent due under this Agreement. The term of the Agreement shall not be extended by such delay. If possession is not delivered

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

within 45 days after the commencement of the term of this Agreement, Tenant may terminate this Agreement by so advising County in writing.

11. EMPLOYEE INFORMATION. Tenant shall provide and keep current in the Director's office a list of key employees and their telephone numbers for emergency purposes.

12. SECURITY DEPOSIT. Tenant shall provide County with and at all times thereafter maintain an irrevocable security deposit in the amount of three times the initial monthly rent. Such amount shall be adjusted periodically and concurrently with any adjustments to rent. The security deposit shall take one of the forms set out below and shall guarantee Tenant's full and faithful performance of all the terms, covenants, and conditions of this Agreement.

A. An irrevocable Letter of Credit from a financial institution in the United States wherein the principal sum is made payable to County on order. County must approve both the financial institution and the form of the certificate.

B. The assignment to County of a savings deposit held in a financial institution in Ventura County acceptable to County. Such assignment shall consist of delivery to County of the original passbook for such savings deposit and execution and delivery of a written assignment of said deposit to County on a form approved by County.

C. A renewable Time Certificate of Deposit from a financial institution in Ventura County wherein the principal sum is made payable to County on order. County must approve both the financial institution and the form of the certificate.

D. Cash on Deposit with County.

Regardless of the form in which Tenant elects to make the security deposit, all or any portion of the principal sum shall be available unconditionally to County for correcting any default or breach of this Agreement by Tenant, its successors or assigns or for payment of expenses incurred by County as a result of the failure of Tenant, its successors or assigns, to faithfully perform all the terms, covenants, and conditions of this Agreement.

Should Tenant elect to assign a savings deposit to County, or provide a Time Certificate of Deposit, to fulfill the security deposit requirements of this Agreement, the assignment or certificate shall have the effect of releasing the depository or issuer therein from liability on account of the payment of any or all of the principal sum to County on order upon demand by County. The agreement entered into by Tenant with a financial institution to establish the deposit necessary to permit assignment or issuance of a certificate as provided above may allow the payment to Tenant on order of interest accruing on account of the deposit. If, at any time during the term of this Agreement, any rent or other sum payable to County shall be overdue and unpaid, County may, at County's option and with, but not contingent on, written notice to Tenant, apply any portion of this security deposit to the payment of any overdue rent or other sums due and payable to County under this Agreement.

Should the entire security deposit, or any portion thereof, be appropriated and applied by County for the payment of overdue rent or such other sum due and payable to County by Tenant, then Tenant shall, within thirty (30) days after written demand by County, restore the security deposit to the required amount. Tenant shall maintain the required security deposit throughout the term of this Agreement. Failure to do so shall be deemed default and shall be grounds for immediate termination of this Agreement. The security deposit shall be rebated, reassigned, released or endorsed to Tenant or order, as applicable, at the end of the term of this Agreement provided Tenant is not then in default and has performed its obligation required to be performed upon termination.

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

1 **13. SURETY BOND.** No construction shall be commenced nor be deemed to have
2 commenced at the Premises until Tenant has provided County a Surety Bond in the amount
3 of the total estimated construction costs of the improvements specified in section 8 above.
4

5 The Surety Bond shall be in a form acceptable to County and shall state the following:
6

- 7 1. That it is conditioned to secure the completion of the improvements, free from all liens and
8 claims of contractors, subcontractors, mechanics, laborers, and material suppliers.
9 2. That the construction work shall be fully and faithfully performed by Tenant, the general
10 contractor, or, on their default, the surety.
11 3. That in default of such completion and payment, such part of the amount of the bond as
12 shall be required to complete the work shall be paid to County as liquidated and agreed
13 damages for the nonperformance of Tenant's obligations, it being agreed that the amount
14 of County's damages is extremely difficult to ascertain and determine.
15 4. That the surety will defend and indemnify County against all loss, costs, damage, expense,
16 claims, and liabilities arising out of or connected with the construction.
17

18 In lieu of a Surety Bond, Tenant may provide construction surety bonds supplied by Tenant's
19 general contractor or general contractors, provided such bonds contain the same conditions,
20 are issued jointly to Tenant and County, and are in an amount equal to the total estimated
21 construction cost of the improvements.
22

23 All Surety Bonds must be issued by a responsible surety company qualified to do business in
24 the State of California, acceptable to County, and shall remain in effect until the entire cost of
25 the work shall have been paid in full and the improvements shall have been insured as provided
26 in this Agreement. Surety Bonds shall be accompanied by all the documents enumerated in
27 Code of Civil Procedure section 995.660, subdivision (a), unless the surety company is listed
28 in the latest version of U.S. Department of Treasury Circular 570 and the surety company's
29 bonding limitation shown in said circular is sufficient to provide bonds in the amount of the bond
30 required under this Agreement.
31

32 In lieu of the above Surety Bonds, County, at its sole and absolute discretion, may accept from
33 Tenant some other instrument satisfactory to County or cash deposit which shall guarantee to
34 County completion of the improvements.
35

36 **14. INSURANCE.**

- 37 A. Tenant, at its sole cost and expense, will obtain and maintain in full force during the term of
38 this Agreement either upon completion of construction of the Premises or upon the
39 expiration of the insurance required in section 15 below (whichever occurs first), the
40 minimum insurance requirements as prescribed below:
41

42 1. Commercial General Liability "occurrence" coverage in the minimum amount of
43 \$2,000,000 combined single limit (CSL) bodily injury & property damage each
44 occurrence and \$4,000,000 aggregate, including personal injury, broad form property
45 damage, products/completed operations, broad form blanket contractual and \$100,000
46 fire legal liability.
47

48 2. Aircraft and Airport Operations including passengers, products and completed
49 operations: Combined single limit for bodily injury and property damage of \$2,000,000
50 each occurrence (waived until hangars are constructed).
51

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3. Hangar Keepers Liability: The replacement value of all aircraft actually located in the buildings, with a minimum of \$100,000 per aircraft (waived until hangars are constructed).

4. Commercial Automobile Liability coverage in the minimum amount of \$300,000 CSL bodily injury & property damage, including owned, non-owned and hired automobiles.

5. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.

6. Property coverage, for not less than 80% of the full replacement value of each structure for all risks of direct physical loss or damage.

- B. The insurance coverages shall contain within the policy a "broad form" of liability coverage, including any liability arising from contractual agreements, including leases, or there shall be attached thereto an endorsement providing such coverage. The Board may amend this requirement.
- C. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess to Tenant's insurance coverage and will not contribute to it.
- D. County and its boards, agencies, departments (including the Department), officers, employees, agents and volunteers are to be named as Additional Insureds as respects the Premises leased by Tenant under the terms of this Agreement on all policies required (except Workers' Compensation).
- E. Tenant agrees to waive all rights of subrogation against County and its boards, agencies, departments (including the Department), officers, employees, agents and volunteers for losses arising directly or indirectly from the activities performed by Tenant.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days' written notice has been given to the Department.
- G. County must be informed immediately if a claim exceeds the general aggregate of insurance and additional coverage must be purchased to meet the above requirements.
- H. Tenant agrees to provide County with the following insurance documents on or before the effective date of this Agreement:
1. Certificates of Insurance for all required coverages.
 2. Additional Insured endorsements.
 3. Waiver of subrogation endorsements (A.K.A. Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents may be grounds for termination or suspension of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Tenant for liability in excess of such coverage, nor shall it preclude County from taking such

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other actions as are available to it under any other provisions of this Agreement or otherwise in law.

15. INSURANCE DURING COURSE OF CONSTRUCTION.

Tenant, at its sole cost and expense, will obtain and maintain in full force during the time period from the commencement of this Agreement to the date County certifies in writing that construction of the improvements required by this Agreement is complete, the following insurance:

- A. Commercial General Liability "occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
- B. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned and hired automobiles.
- C. Professional Liability (Errors and Omissions) Engineers & Architects coverage in the minimum amount of \$2,000,000 each occurrence and \$4,000,000 aggregate.
- D. Property Coverage. Course of Construction (Builders Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction until the hangar project is accepted as completed by the Department. Should the work being constructed be damaged by fire or any other causes during construction, it shall be replaced by Tenant in accordance with the requirements of the plans and specifications without additional expense to County.
- E. All insurance required shall be issued by a company or companies authorized to transact business in the State of California which have an A.M. Best rating of B+ or higher.
- F. Claims Made Insurance. If the Professional Liability coverage is "claims made," Tenant must, for a period of twenty four (24) months after the construction completion date, maintain insurance with a retroactive date that is on or before the construction start date OR purchase an extended reporting endorsement (tail coverage).

16. TAXES AND ASSESSMENTS. A taxable possessory interest may be created by this Agreement and Tenant may be subject to the payment of property taxes levied on such interest. Tenant shall pay, before delinquent, any and all taxes and assessments levied upon the Premises or against Tenant by reason of Tenant's use and occupancy of the Premises.

17. UTILITIES.

Tenant shall be responsible for permits, fees, connection, construction and maintenance of service laterals for water and sewer services needed for the hangar project

Tenant expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, computer equipment, telephone system, electrical supply system or electrical apparatus or wires serving the Premises. Tenant shall pay all service charges for gas, water, and electricity serving the Premises. If commercially available from an electrical service provider, only electricity generated from facilities qualifying under California's Renewable Portfolio Standard regulations may be used for electrical load on the Premises. Tenant shall pay connection fees and charges for all utilities, and service charges for electronic, computer or telephone equipment installed, used, or operated by Tenant on the

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Premises.

18. JANITORIAL SERVICES. Tenant shall provide all janitorial services and supplies at Tenant's sole expense. Tenant shall also maintain the Premises at all times in a neat, clean, orderly, and safe condition.

19. TRASH AND RUBBISH SERVICES. Tenant shall provide, at Tenant's sole expense, proper containers for and the regular collection of all trash and rubbish materials generated from or accumulating on the Premises.

20. COOPERATION BETWEEN TENANTS. Tenant shall cooperate with all other tenants of County who will be operating enterprises on the Airport and shall conduct its operations so as to avoid interference with the operations of other tenants. Any difference or conflict that may arise between Tenant and other tenants will be adjusted and determined by the Director. If the operations of Tenant are impaired because of any acts or omissions of such other tenants, Tenant shall have no claim against County on that account.

21. REPAIRS AND MAINTENANCE BY COUNTY. No repairs of any nature will be performed by County.

22. REPAIRS AND MAINTENANCE BY TENANT. Tenant accepts the Premises in the present condition. Following the completion of the hangar project as described in section 8, during the term of the Agreement Tenant shall keep the Premises in good condition and repair and shall make any repair and modification necessary to comply with all applicable building codes and regulations, and shall make all repairs and replacements, capital in nature or otherwise, necessary to maintain the Premises in good condition and repair. Tenant shall also maintain any lawns, landscaping, signage, walkways, and parking areas, taxiways and surfaces within the Premises to the satisfaction of the Director.

Prior to the commencement of lease year 11, Tenant shall arrange for an inspection of the facilities by a qualified, independent third party inspector for the purpose of assessing any capital improvements and maintenance needs reasonably projected to be required to allow for continued use of the facility through the next 10 years, normal wear and tear excepted. Designation of the inspector is subject to the approval of County, which approval shall not be unreasonably conditioned, withheld or delayed. This inspection project shall also be conducted prior to commencement of lease year 21, 31 and lease year 41 if Tenant has exercised its option for an Extended Term. County and Tenant shall meet and confer in good faith during the inspection and report process. Tenant shall timely perform all work reasonably required by the inspection report(s).

During the Extended Term, Tenant agrees, at Tenant's sole cost and expense, to keep the Premises in good condition and repair, reasonable wear and tear excepted.

23. ENTRY BY COUNTY. County may enter upon the Premises at all reasonable times to examine the condition thereof. During short-term Airport-wide aviation events, including, but not limited to, air shows and fly-ins, Tenant agrees to allow reasonable use, by County or its invitees, of the ramp area of the Premises, without compensation.

24. COMPLIANCE WITH LAW. Tenant shall not use or permit the use of the Premises for any illegal or immoral purposes and shall comply with all federal, state, and local laws and ordinances concerning the Premises and use thereof.

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1 **25. AIRPORT REGULATIONS.** Tenant agrees to observe, obey, and abide by all applicable
2 laws, ordinances, field rules, and other regulations for the common and joint use of Airport
3 facilities and for the maintenance and conduct of all its operations which are now or may
4 hereafter be imposed or promulgated by County, the FAA, or any other governmental agency
5 having jurisdiction over the subject matter.

6
7 **26. FIRE REGULATIONS.** Tenant shall at all times comply with all applicable laws, ordinances,
8 and regulations pertaining to fire prevention, and shall furnish and keep adequate fire
9 extinguishers in sufficient numbers and in convenient and accessible places on the Premises.
10 The fire extinguishers shall be charged and ready for immediate use as required by fire
11 regulations and applicable laws or ordinances. If Tenant receives an inspection notice or a
12 deficiency notice following an inspection by a fire agency with jurisdiction over the Premises,
13 Tenant agrees to make any and all corrections in the manner required by the fire agency within
14 thirty (30) days after receipt of such notice.

15
16 **27. ENVIRONMENTAL PROTECTION.** Tenant shall take all measures available to:

17
18 A. Avoid any pollution of the atmosphere or littering of Airport caused by or originating in, on, or
19 about the Premises.

20
21 B. Keep the noise level on the Premises to a minimum so that other tenants may effectively
22 utilize other areas of the Airport and so that persons in the general neighborhood will not be
23 detrimentally affected.

24
25 C. Keep the lights on the Premises from emitting light that could negatively affect the operation
26 of aircraft or ground vehicles in the area.

27
28 D. If Tenant's activities on the Premises involve in any manner the use, storage, or
29 transportation of any chemicals, solvents, or other material which may be considered to be
30 hazardous in their use, application, and/or transportation, Tenant shall advise County in writing
31 immediately. Tenant agrees additionally to have the Ventura County Environmental Health
32 Division inspect any property subject to such use on a not less than semiannual basis.

33
34 E. Tenant agrees to remove any and all contaminants, as set forth in the preceding subsection,
35 from the Premises prior to the termination or expiration of the Agreement. In the event that
36 Tenant fails to so clear the area including specifically any underground storage tanks that are
37 in a hazardous condition or have been ascertained to be leaking by the Environmental Health
38 Division, Tenant assumes liability therefor and agrees to allow County to use any and all security
39 deposits to pay for such cleanup and/or removal.

40
41 **28. CONTAMINATION AND POLLUTION.** Tenant, solely at its own cost and expense, will
42 provide cleanup of any premises, property or natural resources contaminated or polluted due to
43 Tenant activities or related to Tenant's use or occupation of the Premises. Any fines, penalties,
44 or punitive or exemplary damages assigned due to contaminating or polluting activities of
45 Tenant will be borne entirely by Tenant.

46 County shall take, or shall cause any person legally obligated to take, any and all action which
47 any governmental agency lawfully requires to be taken (Necessary Action) to investigate, clean
48 up, remediate or remove any Existing Contamination (as defined below) in the soil, subsoil, or
49 groundwater located in, on or under the Premises and County shall be solely responsible for
50 and shall defend, indemnify and hold harmless Tenant from and against any and all demands,
51 claims, actions, causes of action, proceedings, judgments, awards, damages, fines, penalties,

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liabilities, obligations, losses, costs and expenses arising out of, resulting from or caused by Existing Contamination of the Premises, including the migration of Existing Contamination of the Premises to other real property not caused by Tenant, or Existing Contamination of adjoining property that migrates on to the Premises. The indemnification of Tenant under this section shall survive the termination of this Agreement. The term Existing Contamination means the presence of hazardous substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local authority or, even if not so regulated, poses a hazard to the health and safety of any person or to the environment, which predates August 1, 1999 and is not caused by Tenant or related to Tenant's activities.

29. STORMWATER REGULATIONS ACKNOWLEDGMENTS. Notwithstanding any other provisions or terms of this Agreement. Tenant acknowledges County is subject to federal stormwater regulations, 40 CFR Part 122, for aircraft maintenance shops (including aircraft rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations that occur at the Airport as defined in these regulations and, as applicable, state stormwater regulations. Tenant further acknowledges that it is familiar with these stormwater regulations; that it conducts or operates vehicle and aircraft maintenance and equipment cleaning operations activities as defined in the stormwater regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. County and Tenant both acknowledge that close cooperation is necessary to minimize costs. Tenant acknowledges and agrees that it will undertake all reasonably necessary actions to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used by Tenant, by adhering to County requirements and Best Management Practices. Best Management Practices means practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces as described in the Camarillo Airport's Stormwater Pollution Prevention Plan. The Airport will conduct annual Best Management Practices inspections to assure Tenant's compliance.

30. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of the Director, and such consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment of all or substantially all of Tenant's rights and obligations under this Agreement will also be subject County's review and approval, at its sole discretion, of the proposed assignee's financial and operational qualifications. Any assignment or subletting without the written consent of the Director shall be void, and shall, at the option of County, terminate this Agreement.

Each assignment of this Agreement, or any interest therein, shall be subject to the Transfer Fee for Long Term Lease (Term exceeding 1 year) as identified in the then-current Rent and Fee Schedule.

31. DOCUMENT PROCESSING FEE. A Document Processing Fee shall be paid by Tenant in accordance with the Rent and Fee Schedule. This Document Processing Fee shall be deemed earned by County when paid and shall not be refundable. Said fee is construed as reimbursement of administrative costs incurred pursuant to the transaction. County-initiated documents are exempt from processing fee charges.

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1 **32. DEFAULT OR BREACH.** Except as otherwise provided, at any time one party to this
2 Agreement is in default or breach in the performance of any of the terms and conditions of this
3 Agreement, the other party shall give written notice to remedy such default or breach. If the
4 default or breach is remedied within thirty (30) days following such notice, then this Agreement
5 shall continue in full force and effect. If such default or breach is not remedied within thirty (30)
6 days following such notice, the other party may, at its option, terminate this Agreement. Such
7 termination shall not be considered a waiver of damages or other remedies available to either
8 party because of such default or breach. Each term and condition of this Agreement shall be
9 deemed to be both a covenant and a condition.

10
11 **33. WAIVER AND NON WAIVER.** The failure of either party to (a) give any notice of default or
12 breach of the Agreement, or (b) terminate the Agreement because of a default or breach thereof,
13 or (c) exercise any other right conferred on it pursuant to this Agreement shall not be a waiver
14 of any right or rights conferred by the Agreement nor shall County be estopped to assert such
15 right or rights at any reasonable time after County has knowledge of a breach or default.

16
17 No waiver of any default or breach shall constitute a waiver of any other default or breach,
18 whether of the same or any other term, covenant or condition. No waiver, benefit, privilege, or
19 service voluntarily given or performed by County or Tenant shall give the other any contractual
20 right by custom, estoppel, or otherwise. The subsequent acceptance of rent shall not constitute
21 a waiver of any preceding default by Tenant other than a default in the payment of the particular
22 rental payment so accepted, regardless of County's knowledge of the preceding breach at the
23 time of accepting the rent, nor shall acceptance of rent or any other payment after termination
24 of this Agreement constitute a reinstatement, extension, or renewal of this Agreement or
25 revocation of any notice or other act by County.

26
27 **34. PARTIES BOUND AND BENEFITED.** The terms and conditions herein contained shall
28 apply to and bind the heirs, successors, executors, administrators, and assigns of all of the
29 parties hereto.

30
31 **35. TIME.** Time is of the essence of this Agreement.

32
33 **36. HOLD HARMLESS AND INDEMNIFICATION.** Tenant agrees to defend (at County's
34 request), indemnify and save harmless County and its boards, agencies, departments (including
35 the Department), officers, employees, agents and volunteers, from and against any and all
36 claims, lawsuits, whether against Tenant, County or others, judgments, debts, demands and
37 liability, including, without limitation, those arising from injuries or death of persons and/or for
38 damages to property, arising directly or indirectly out of Tenant's use or occupancy of the
39 Premises or out of operations conducted or subsidized in whole or in part by Tenant.

40
41 **37. DESTRUCTION OF PREMISES.** If the Premises should be destroyed by any cause, except
42 as caused by the fault of Tenant, or declared unsafe or unfit for occupancy by any authorized
43 public authority for any reason, except as caused by the fault of Tenant, either wholly or in such
44 a degree as to substantially impair Tenant's use of the Premises, then all rent due under the
45 terms of this Agreement shall cease as of the date of such destruction or declaration. In such
46 event, this Agreement shall thereby be terminated.

47
48 **38. FAA SPECIAL PROVISIONS.**

49 A. Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as
50 a part of the consideration hereof, does hereby covenant and agree as a covenant running with
51 the land that in the event facilities are constructed, maintained, or otherwise operated on the

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property described in this Agreement for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), and as said regulations may be amended.

B. Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities; (2) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon; and (3) Tenant shall use the Premises in compliance with all other applicable requirements imposed by or pursuant to 49 CFR Part 21, and as said regulations may be amended.

C. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement and to reenter and repossess the land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Non-compliance with subsection D above shall constitute a material breach thereof and, in the event of such non-compliance, County shall have the right to terminate this Agreement and the estate hereby created without liability therefor or, at the election of County or the United States of America, either or both of said governments shall have the right to judicially enforce subsection D.

F. Tenant agrees that it shall insert the above five subsections in any lease, contract or similar agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises or any portion thereof.

G. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

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1 H. County reserves the right to further develop or improve the landing area of the Airport as it
2 sees fit, regardless of the desires or view of Tenant and without interference or hindrance. Such
3 reservation includes without limitation the right to develop and operate other airports, to relocate
4 existing operations at other airports and to offer services and facilities at the other airports that
5 may compete with the operations of Tenant.
6

7 I. County reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair
8 the landing area of the Airport and all publicly-owned facilities of the Airport, together with the
9 right to direct and control all activities of Tenant in this regard.
10

11 J. This Agreement shall be subordinate to the provisions and requirements of any existing or
12 future agreement between County and the United States of America, relative to the
13 development, operation or maintenance of the Airport.
14

15 K. Tenant agrees to comply with the notification and review requirements covered in Part 77 of
16 the FAA regulations in the event future construction of a building is planned for the Premises,
17 or in the event of any planned modification or alteration of any present or future building or
18 structure situated on the Premises.
19

20 L. It is understood and agreed that nothing herein contained shall be construed to grant or
21 authorize the granting of an exclusive right within the meaning of section 308a of the Federal
22 Aviation Act of 1958 (49 U.S.C. § 1349a).
23

24 M. There is hereby reserved to County, its successors and assigns, for the use and benefit of
25 the public, a right of flight for the passage of aircraft in the airspace above the surface of the
26 Premises. This public right of flight shall include the right to cause in the airspace any noise
27 inherent in the operation of any aircraft used for navigation or flight through the airspace or
28 landing at, taking off from or operation on the Airport.
29

30 N. Tenant, by accepting this Agreement, expressly agrees for itself, its successors and assigns
31 that it will not erect nor permit the erection of any structure or object nor permit the growth of
32 any tree on the Premises above the mean sea level elevation of more than 100 feet. In the event
33 the aforesaid covenants are breached, County reserves the right to enter upon the Premises
34 and to remove the offending structure or object and cut the offending tree, all of which shall be
35 at the expense of Tenant.
36

37 O. Tenant, by accepting this Agreement, agrees for itself, its successors and assigns that it will
38 not make use of the Premises in any manner which might interfere with the landing and taking
39 off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid
40 covenant is breached, County reserves the right to enter upon the Premises and cause the
41 abatement of such interference at the expense of Tenant.
42

43 P. This Agreement and all the provisions hereof shall be subject to whatever right the United
44 States of America now has, or in the future may have or acquire, affecting the control, operation,
45 regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by
46 the United States of America during the time of war or national emergency.
47

48 **39. GOVERNMENT INCLUSIONS.** This Agreement shall be subordinate to the provisions of
49 any existing or future agreements between County and the United States of America or other
50 governmental authority, relative to the operation or maintenance of the Airport, the execution of
51 which has been or will be required as a condition precedent to the granting of federal or other

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governmental funds for the development of the Airport, to the extent of the conditions of any existing or future funds. County agrees to provide Tenant written advance notice of any provisions that would adversely modify the material terms of the Agreement.

40. 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.

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

42. CONDITION OF PROPERTY UPON TERMINATION. Upon the expiration, termination, or cancellation of this Agreement for any reason, Tenant shall vacate the Premises and deliver it to County in good order and condition, damage by the elements, fire, earthquake and ordinary wear and tear excepted.

43. REMOVAL OF TENANT'S PERSONAL PROPERTY. Unless otherwise mutually agreed in writing by the parties hereto, at the expiration, termination or cancellation of this Agreement, Tenant shall have removed, at its own expense, all personal property of any kind owned or placed on the Premises by Tenant, along with all debris, surplus and salvage material, and shall leave the Premises in a clean and orderly condition. If Tenant does not remove, or has not completed removal of its personal property within seven (7) days after such expiration, termination or cancellation, title thereto shall vest in County. County may thereafter remove or cause to be removed or destroyed such personal property left on the Premises, and in such event, Tenant shall pay County the reasonable and actual cost of any such removal, sale or destruction in excess of any consideration received by County as a result of any such removal, sale or demolition.

44. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no obligation other than those set forth herein will be recognized.

45. AGREEMENT MODIFICATIONS. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. The Director or an authorized representative on behalf of County may execute such modification.

46. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

47. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context

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so requires.

48. ARTICLE HEADINGS. Article headings in the Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

49. GUARANTY. Tenant's performance of all obligations under this Agreement is guaranteed by Ronald Rasak, an individual, under the guaranty attached hereto as Exhibit "B" and incorporated herein by reference.

50. ENCUMBRANCE OF LEASEHOLD INTEREST BY TENANT.

Tenant may encumber its interest in this Agreement in the following manner:

A. The provisions herein shall apply to any leasehold mortgaging by Tenant occurring without subordination of County's interest.

1. Tenant and each subsequent County-approved legal holder of the leasehold estate created hereby (Legal Holder), for so long as it is not in default under this Agreement, may at any time and from time to time encumber its interest in this leasehold estate by mortgage, deed of trust, conditional or unconditional assignment, security agreement or other instrument of the same effect (Mortgage); provided, however, that no mortgagee, trustee or secured party (Mortgagee) or anyone claiming through such Mortgagee shall acquire any greater rights in the Premises than the Legal Holder then had under this Agreement; and provided further that such Mortgage shall be subject to this Agreement and the rights of County hereunder.

2. The Mortgagee under any such Mortgage and the owners of the indebtedness secured by said Mortgage shall not become liable under this Agreement unless and until they shall become the owners of the legal title to this leasehold estate and the improvements.

3. There shall be no limitation on the number of times Tenant may mortgage its leasehold interest under the terms hereof, provided that Tenant shall not be in default under this Agreement at the time of the encumbrance and all costs thereof shall be borne by Tenant.

B. The provisions herein shall apply to leasehold mortgaging occurring with subordination of County's interest. By "subordination of County's interest," the parties mean a first lien deed of trust or mortgage encumbering Tenant's leasehold estate in the Premises, as established by this Agreement. County agrees to subordinate its interest in the Premises to a first deed of trust or mortgage in favor of a construction and/or permanent lender providing funds for the construction of the buildings, facilities and improvements on the Premises, subject, however to the following terms and conditions:

1. Subordination shall be limited to deeds of trusts or mortgages that secure construction or permanent loans.

2. Subordination shall be limited to ninety percent (90%) of the construction costs.

3. County shall be provided in advance with copies of the following:

- a) The construction contracts showing the construction price;
- b) The note and deed of trust or mortgage instruments. County shall have the right to

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

1 approve the proposed loan documents, which approval shall not be unreasonably withheld;
2 and

3 c) Such other information as is reasonably necessary to assure compliance with the
4 provisions hereof.

5
6 4. County shall, at or prior to the closing on any construction and/or permanent loan, execute,
7 acknowledge, and deliver such instruments and documents, including any subordination
8 agreement, as shall be required by and in the form reasonably satisfactory to the lender;
9 provided, however, County shall have no liability under any of said documentation. County
10 shall permit a separate deed of trust or mortgage to be placed on the Premises.
11

12 5. The permanent loan and construction loan shall be made only by an institutional lender.
13 The term "institutional lender" as used herein shall include a national or a state bank, savings
14 and loan institution, insurance company, pension fund, endowment fund, foundation, or any
15 other non-profit organization similar to those enumerated herein or any trust with professional
16 management or a fund created by County-approved tax exempt financing.
17

18 6. A default by Tenant under the terms of any note and deed of trust or mortgage to which
19 County has subordinated its interest shall be considered an event of default under this
20 Agreement.
21

22 7. Any deed of trust or mortgage to which County has subordinated its interest shall provide
23 that:
24

25 a) Notice of any default shall be given by the lender to County.

26 b) County may (but shall not be required to) cure any default by Tenant under the terms
27 of the note and deed of trust or mortgage within a period of fifteen (15) days following the
28 receipt by County of notice of such default. If County elects to cure any default, any sums
29 expended by County to cure any such default shall be deemed advances made for the benefit
30 of Tenant, which sums shall bear interest at the rate which is the greater of two percent (2%)
31 per month or ten percent (10%) over the prime rate published in the Wall Street Journal on
32 the date of default, from the date of such advance until repaid, and shall be payable by Tenant
33 to County as additional rent hereunder within ten (10) days after notice of payment is given
34 to Tenant by County. Should County not exercise its right to cure within the time provided,
35 the Mortgagee shall be free to exercise any rights or remedies allowed under the note and
36 deed of trust or mortgage. If the Mortgagee in fact cures Tenant's defaults under the note
37 and deed of trust or mortgage, the amount needed to cure shall not include additional rent
38 which was paid by County to cure the default, and County shall continue to have the right to
39 collect this additional rent directly from Tenant.

40 c) Following any repossession by County of the Premises, County may (but shall not be
41 required to) assume the existing note and deed of trust or mortgage without penalty, provided
42 only that the said instruments are not in default or, if in default, that such default is cured
43 within fifteen (15) days of repossession or notice of default given under (b) above, whichever
44 occurs first, and that County would then meet the standards of the holder of the note and
45 deed of trust or mortgage with respect to the assumption of like or similar instruments.
46 County agrees to execute and deliver any documents as shall be reasonably required by the
47 holder of the note and deed of trust or mortgage to effectuate and carry out such assumption,
48 and assumption by County shall not result in the release of any borrower or guarantor of the
49 indebtedness secured by the deed of trust or mortgage.
50

51 8. The Mortgagee under any such mortgage or deed of trust and the owners of the

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

1 indebtedness secured by said mortgage or deed of trust shall not become liable under this
2 Agreement unless and until they shall become the owners of the legal title to this leasehold
3 estate and the improvements.
4

5 9. There shall be no limitation on the number of times Tenant may mortgage its leasehold
6 interest under the terms hereof, provided that Tenant shall not be in default under this
7 Agreement at the time of the request to subordinate and all costs thereof shall be borne by
8 Tenant.
9

10 C. Subject to the rights of the construction and/or permanent lender, in the event of any default
11 under this Agreement, County shall be entitled to exercise all or any of its remedies as provided
12 under this Agreement.
13

14 **51. NO SMOKING PROVISIONS.** Pursuant to the Ventura County Comprehensive Smoke-
15 Free Ordinance, Ventura County Ordinance Code section 6707, smoking and the use of
16 tobacco products are prohibited in all vehicles, buildings, and other enclosed and unenclosed
17 areas on the Premises, except for smoking areas designated by the Ventura County Executive
18 Officer or Public Health Department Director.
19

20 **52. NOTICES AND PAYMENTS.** All notices required under this Agreement, including change
21 of address, shall be in writing, and all notices and payments shall be made as follows:
22

23 A. All payments and notices to Tenant shall be given or mailed to:

24 Sky 805, LLC
25 Attn: Ronald Rasak
26 365 Durley Avenue
27 Camarillo, CA 93010
28

29 B. All payments and notices to County shall be given or mailed to:

30
31 County of Ventura
32 Department of Airports
33 555 Airport Way, Suite B
34 Camarillo, CA 93010
35

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

1
2
3 IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date written
4 below.
5
6

7 **COUNTY OF VENTURA**
8
9

10 By: _____ TITLE: Director, Department of Airports
11 Keith Freitas
12
13

14 Dated: _____
15
16

17 **SKY 805, LLC**
18

19 By: _____ TITLE:
20 Ronald Rasak
21

22 By: _____ TITLE: _____
23
24

25 Dated: _____

Exhibit A



Job No P22-040
11.02.2022

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**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

Exhibit B

GUARANTY

Sky 805, LLC (Sky 805) and the County of Ventura (County) intend to enter into a lease of premises at 265, 275 and 305 Durley Avenue at the Camarillo Airport (Lease), under which County will lease the premises to Sky 805.

Ronald Rasak (Rasak) has a financial interest in Sky 805.

County would not execute the Lease if Rasak did not execute and deliver to County this guaranty (Guaranty).

Therefore, in consideration of the execution of the Lease by County, and as a material inducement to County to execute the Lease, Rasak hereby unconditionally and irrevocably agrees as follows:

1. Rasak guarantees the prompt payment by Sky 805 of all rents and all other sums payable by Sky 805 under the Lease and the faithful and prompt performance by Sky 805 of each and every one of the terms, conditions, and covenants that the Lease requires Sky 805 to perform.
2. The terms of the Lease may be modified by agreement between County and Sky 805, and this Guaranty guarantees the performance of the Lease as so modified.
3. No failure or delay on County's part to enforce any of County's rights or remedies under the Lease releases, modifies, or in any way affects this Guaranty or Rasak's obligations under this Guaranty.
4. County need not give any notice of default of the Lease to Rasak. County may proceed immediately against Sky 805, Rasak, or both, without first proceeding against either Sky 805 or Rasak and without previous notice to or demand upon Sky 805 or Rasak, following any breach or default by Sky 805 or for the enforcement of any rights County may have against Sky 805 under the terms of the Lease, at law, or in equity.
5. Rasak hereby waives all of the following:
 - (a) Notice of acceptance of this Guaranty;
 - (b) Demand of payment, presentation, and protest;
 - (c) All right to assert or plead any statute of limitations relating to this Guaranty or the Lease;
 - (d) Any right to require County to proceed against Sky 805 or any other guarantor or any other person or entity liable to County;
 - (e) Any right to require County to apply to any default any security deposit or other security it may hold under the Lease;
 - (f) Any right to require County to proceed under any other remedy Sky 805 may have before proceeding against Rasak; and

**LEASE AGREEMENT – COUNTY OF VENTURA
SKY 805, LLC**

- (g) Any right of subrogation that Rasak may have against Sky 805.
6. Rasak hereby subordinates all existing or future indebtedness of Sky 805 to Rasak to the obligations owed to County under the Lease and this Guaranty.
 7. If Rasak is married, he expressly agrees that recourse may be had against his separate property for all of the obligations under this Guaranty.
 8. As used in this Guaranty, the term "Sky 805" means and includes Sky 805's successors and assigns.
 9. Any recovery by County from any other guarantor or insurer must first be credited to that portion of Sky 805's indebtedness to County that exceeds the maximum liability of Rasak under this Guaranty.
 10. No provision of this Guaranty or right of County can be waived, nor can Rasak be released from his obligations under this Guaranty except in writing signed by County.
 11. Any litigation concerning this Guaranty must be initiated in the Superior Court of California in the County of Ventura, and Rasak consents to the jurisdiction of that court. This Guaranty is governed by the laws of the State of California. For the purposes of any rules regarding conflicts of law the parties must be treated as if they were all residents or domiciles of the State of California.

COUNTY:

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

Rasak:

Ronald Rasak, an individual

By: _____
Name: _____
Title: _____
Date: _____

Date: _____



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

November 7, 2022

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

Subject: Consider Effectiveness of the Aviation Advisory Commission and the Camarillo/Oxnard Airport Authority

Recommendation:

Consider the effectiveness and use of resources in continuing to have both an Airport Advisory Commission (Commission) and a Camarillo/Oxnard Airport Authority (Authority).

Fiscal/Mandates Impact:

The fiscal impacts associated with this item involve the number of hours that airport staff spends every month to prepare for meetings of the Commission and Authority.


Discussion:

During the Board of Supervisors meeting that took place on February 1, 2022, airport staff was directed to evaluate whether the Commission and Authority meetings should be combined or if there is another effective and efficient option for both meetings (Exhibit 1). It is estimated that airport staff collectively spends twenty (20) hours per month preparing for the Commission meetings, and an additional five (5) hours per month preparing for the Authority meetings, depending on the complexity of the agenda items.

The Commission and the Authority have the authority to set their own meeting schedules. The Commission meets on the first Monday of the month at 7:00 p.m. with the exception of when a national holiday falls on the first Monday. The Authority meets on the second Thursday of the month at 6:30 p.m. with the exception of when a national holiday falls on the second Thursday. In an effort to streamline staff's time and resources, staff would offer that the Commission and Authority consider a reduced meeting schedule in 2023. The Department's recommendation is to move to a reduced meeting frequency where the Commission and Authority meet bimonthly beginning in January (e.g., meetings would take place in January, March, May, July, September, and November). It is

important to note that many of the items reviewed during the current monthly meeting schedule are repeat topics from the previous month's agenda.

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

A handwritten signature in blue ink, appearing to read 'KFREITAS', with a stylized flourish at the end.

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

Attachment:

Exhibit 1 – Minute Order dated February 1, 2022

BOARD MINUTES
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

**SUPERVISORS MATT LAVERE, LINDA PARKS,
KELLY LONG, ROBERT O. HUBER AND CARMEN RAMIREZ**

February 1, 2022 at 8:30 a.m.

COUNTY EXECUTIVE OFFICE - Receive and File the Report on Various Boards, Commissions, and Committees; and Provide Further Direction to Staff Regarding Additional Analysis or Follow-Up.

- (X) All Board members are present.
- (X) The following person is heard: Mia Martinez.
- (X) Upon motion of Supervisor Parks, seconded by Supervisor Long, and duly carried, the Board hereby approves as recommended by staff with the following additions:
1. Direct Planning staff to include in the Cultural Heritage Ordinance update a modification of the appointment process for the at-large Cultural Heritage Board (CHB) members to have them appointed by the Board of Supervisors, and that Board appointment of the at-large members occur within six months of adoption of the updated ordinance, and that the CHB bylaws be updated to reflect this ordinance amendment upon adoption.
 2. Direct Staff to evaluate and report back on the effectiveness and use of resources in continuing to have both an Airport Advisory Commission and Airport Authority, evaluating whether the two should be combined or if there is another effective and efficient option for both.

By: 
Lori Key
Deputy Clerk of the Board

EXHIBIT 1



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

November 7, 2022

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

Subject: Receive and File a Presentation on Current Airport Planning Projects
for Camarillo and Oxnard Airports

Recommendation:

Receive and file a presentation on current airport planning projects for Camarillo and Oxnard Airports.

Discussion:

The Airport is working with Coffman Associates to kick-off three planning projects approved and funded by the Federal Aviation Administration (FAA): Oxnard Airport Part 150 Noise Compatibility Study, Camarillo Airport Layout Plan Update, Camarillo Airport Part 150 Noise Compatibility Study. Each planning project includes a pre-work phase, a study phase and a documentation phase. The presentation will show a high level overview for each study, including milestones for public coordination.

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

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



COUNTY of VENTURA

Department of Airports

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

November 7, 2022

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

Subject: Receive and File a Staff Update Regarding Fly Friendly VC and Noise Management System (VNOMS)

Recommendation:

Receive and file a staff update regarding Fly Friendly VC and noise management system (VNOMS).

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

Fly Friendly VC is a national program implemented locally by the Ventura County Department of Airports (DOA) and focuses on two key goals: (a) addressing noise-related concerns, especially regarding touch and go (TNG) activity and jet arrivals from the community and (b) connecting with, and nurturing, community relationships with improved communication efforts related to noise. The primary components of Fly Friendly VC are pilot guides developed for both CMA and OXR that provide alternative flight patterns that are tailored for pilots to help avoid residential overflights.

Fly Friendly VC was launched on September 13th, 2022, with an informational workshop inside the terminal at OXR during which materials, including updated pilot guides and discussions regarding expectations related to the implementation of the program, were provided to those in attendance. Invitations were sent to the 36 flight schools that were identified by DOA staff as OXR and CMA users, and to local independent pilots. A total of eight flight schools attended the event. All 36 flight schools have received follow-up communication. Those who did not attend the event will have separate trainings/meetings with DOA staff to help ensure compliance.

DOA staff have noted significant improvements in residential overflights and improved utilization of the alternative flight patterns since the September 13th launch event. Continued progress is expected with the ongoing educational component of the program.

Additional communication efforts are being developed to supplement the educational component of Fly Friendly VC and include informational flyers, revisions to vcairports.org for improved accessibility and navigation, and social media posts showcasing the implementation of the program with video interviews with tower management and flight school leads.

A critical element of Fly Friendly VC is the adoption of the Vector Noise and Operations Management System (VNOMS). Operated by Vector Airport Systems, VNOMS will improve the management of Fly Friendly VC by allowing DOA staff to track flights in real time in addition to finding details on past flights including altitude, flight paths, and information related to aircraft operators.

As of November 1st, 2022, the public can also track flights with VNOMS, including past flights. The system also offers individuals the opportunity to submit a noise comment in real time that will immediately be available to DOA staff. VNOMS will then alert DOA staff of any flight(s) that match the information provided by an individual, making the process of communication between DOA staff and aircraft operators more effective and efficient. VNOMS replaced the existing DOA Noise Comment system effective November 1st. The VNOMS Noise Comment option also provides a reporting tool for DOA staff and eliminates the previous reporting system that required a DOA team member to manually input all noise comments into a separate reporting system. DOA staff is confident that the sophistication associated with VNOMS will play a key role in improving airport flight operations and in bridging the gap of communication between the DOA and the community.

If you have any questions regarding this item, please call Jannette Jauregui at 388-4287, or me at (805) 388-4200.



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



COUNTY of VENTURA

Department of Airports

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

November 7, 2022

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

Subject: Receive and File a Staff Update Regarding Aviation Leaded Fuel

Recommendation:

Receive and file a staff update regarding aviation leaded fuel.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

Lead has been used in combustion engines since the 1920's to improve their operating performance. However, leaded fuel for vehicles was ultimately phased out of use in the United States due to environmental and health concerns. Leaded fuel was used in vehicles for approximately 75 years before it was phased out. The EPA started the phaseout process in 1973 and was ultimately completed by 1996. Separately, over the last 12 years the Federal Aviation Administration (FAA), in its implementation of a Congressional mandate to eliminate leaded fuels by 2030, has spearheaded the search for a replacement non-leaded fuel for aviation fuel (avgas), a fuel only approved for use in piston engine aircraft. However, due to various complexities, mostly associated with the extreme operating environment of an aircraft engine, until recently, they had been unable to approve an unleaded avgas replacement safe to run in all piston aircraft engines.

The FAA is the sole authority that must approve any aviation fuels for use in aircraft flown within the United States. The FAA has been working with the aircraft engine manufacturers and fuel providers for more than 12 years in search of a replacement fuel. It is important to note that no local or state entity can override this federal authority. In 2016 Swift Fuel introduced 94UL aviation fuel that could be used in only low octane compatible piston engines. The challenge with this fuel was that it could only be used in approximately 70% of the general aviation fleet, but this segment of the fleet only

accounts for approximately 30% of the avgas purchased each year. However, in September of this year another formulation developed by GAMI fuel received FAA approval for their G100UL fuel, a direct replacement fuel which can be used in every piston aircraft (both low and high-octane engines) currently in use. It is likely that it will require several years before fuel refiners are able to produce mass quantities and then establish reliable distribution of this new fuels to the entire U.S. aviation market. It is also likely that Swift and or other fuel refiners will develop additional blend(s) of avgas that can also be used by all piston aircraft. Concurrently, it is expected that the EPA will very soon establish a phase out date, as they did with leaded vehicle fuel, for the production, sale, and use of leaded aviation fuel.

Research has shown that lead, any level, is hazardous to humans which is the reason that the FAA, manufactures and aircraft operators have been working to find a replacement leaded fuel for use in piston aircraft. There have been many questions regarding the impacts of aviation leaded fuel and there are many challenges associated with doing so given that: 1) lead exists naturally in the environment, 2) other sources have dispersed lead into the environment which can remain in the soil for 1000 or more years, and 3) other lead sources still remain in the environment such as lead based paint, manufacturing facilities, water pipes, pesticides, etc. There are numerous reports and findings that are frequently referenced by those discussing this topic. The list below summarizes the most commonly cited reports:

- In **February of 2010**, the Environmental Protection Agency (EPA) released a report titled "Development and Evaluation of an Air Quality Modeling Approach for Lead Emissions from Piston-Engine Aircraft Operating on Leaded Aviation Gasoline."
- In **June of 2013**, the EPA released a fact sheet titled "Program Update on Airport Lead Monitoring."
- In **January of 2015**, the EPA released a fact sheet titled "Program Overview on Airport Lead Monitoring."
- In **February of 2020**, the EPA released a report titled "National Analysis of the Populations Residing Near or Attending School Near U.S. Airports." Their analysis and modeling indicated that of the approximately 13,000 airports considered the lead exposure was less than national standards for any off-airport property. Their data showed that levels rarely exceeded national standards at more than 50 meters from aircraft engine run-up areas, which were typically located on the airport property inside security fenced areas.
- In **February of 2020**, the EPA released a fact sheet titled "Technical Update for Reports on the Impact of Lead Emissions from Piston-Engine Aircraft on Air Quality Near U.S. Airports."

- In **August of 2021**, a report was conducted by Mountain Data Group on behalf of Santa Clara County to evaluate leaded aviation fuel. This report titled "Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County," found higher levels of lead in blood for those living within 0.5 miles of the airport.
- In **June of 2022**, a report was conducted by Jacobs Consulting on behalf of Santa Clara County to evaluate lead in the soils at the two county Airports (Reid Hillview and San Martin). This report titled "Aerially Deposited Lead Investigation Report" indicated that no soil samples (64 total), at either of the two County airports, showed lead soil levels exceeded local, state, or federal standards.
- On **October 7, 2022**, the EPA released a "Proposed Finding that Lead Emissions from Aircraft Engines That Operate on Leaded Fuel Cause or Contribute to Air Pollution that May Reasonably Be Anticipated to Endanger Public Health and Welfare."

As previously discussed, it is anticipated that sometime in 2023 the EPA will finalize their findings with an expected recommendation to completely phase out the use of leaded aviation fuel. Concurrently, with recent FAA approval of GAMI's non-leaded G100UL fuel aviation fuel producers, fuel distribution operators, fuel retailers and aircraft operators are already working to transition to the new unleaded aviation fuel. It is expected that the complete transition, in the United States, from leaded to unleaded aviation fuel will be completed within the next few years.

In the immediate term, Ventura County Department of Airports is working with aviation fuel retailers at both Oxnard and Camarillo Airports to expedite the transition to unleaded avgas fuel, either Swift 94UL or GAMI G100UL. The two Fixed Base Operators that sell avgas to piston aircraft, Golden West Aviation (Oxnard Airport) and Channel Islands Aviation (Camarillo Airport), have communicated that they are already working with their fueling providers to bring unleaded fuel option to their facilities. Additionally, the sole flight school at Oxnard Airport, California Aeronautical University, has entered into a partnership agreement with GAMI fuels to be their launch West Coast volume customer for unleaded G100UL fuel.

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



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



COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending September 30, 2022

Hangars and Tie-downs:

Camarillo				Oxnard					
		Inventory	Occupied	Available			Inventory	Occupied	Available
Hangars				Hangars					
Private	170	170	0	Private	79	79	0		
County	160	160	0	County	66	65	1		
Out of Service	16	0	0	Out of Service	6	0	0		
Total	346	330	0	Total	151	144	1		
Tie-downs				Tie-downs					
County	96	56	40	County	7	1	6		
AVEX	25	18	7	Goldenwest Jet Center	15	11	4		
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2		
Visitor	35			Visitor	11				
Total	191	104	52	Total	41	18	23		

Airport Operations:

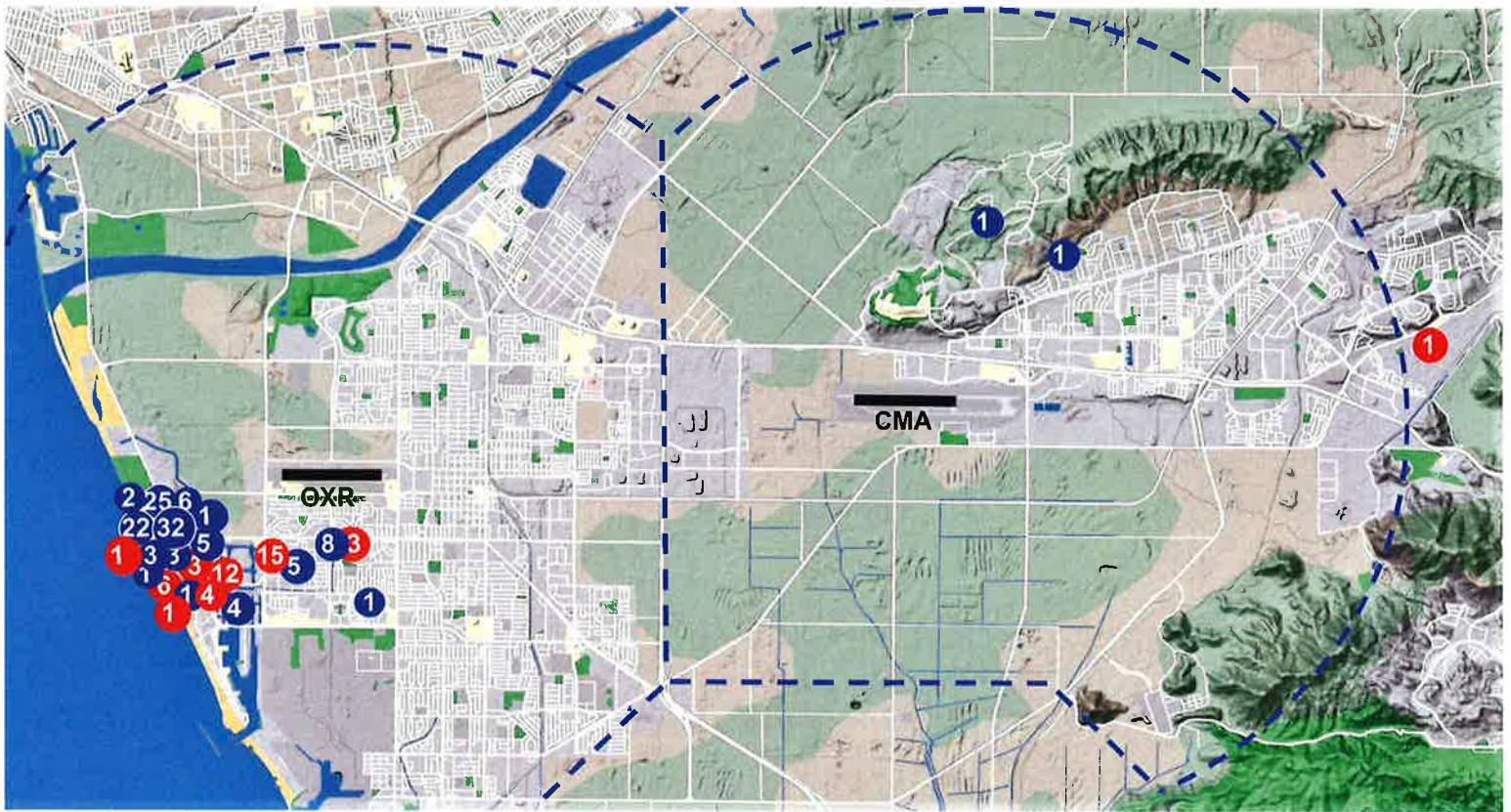
Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	18,803	8,190	Current Month	5	0
Last year for the month	16,835	201	Current year to date	33	6
% Change	12%	3975%	CMA - (1) Flat tire (2) Prop strike while landing (3) Prop damage - taxiing (4) Flat tire while taxiing (5) Prop struck sign while taxiing		
Current year to date	147,274	68,685			
Last year to date	132,860	54,658			
% Change	11%	26%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	1	0
Cards issued to transient overnight aircraft	11	2
Noise/nuisance complaints	3	184
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	20	1

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



Ventura County Noise Complaints - September 2022

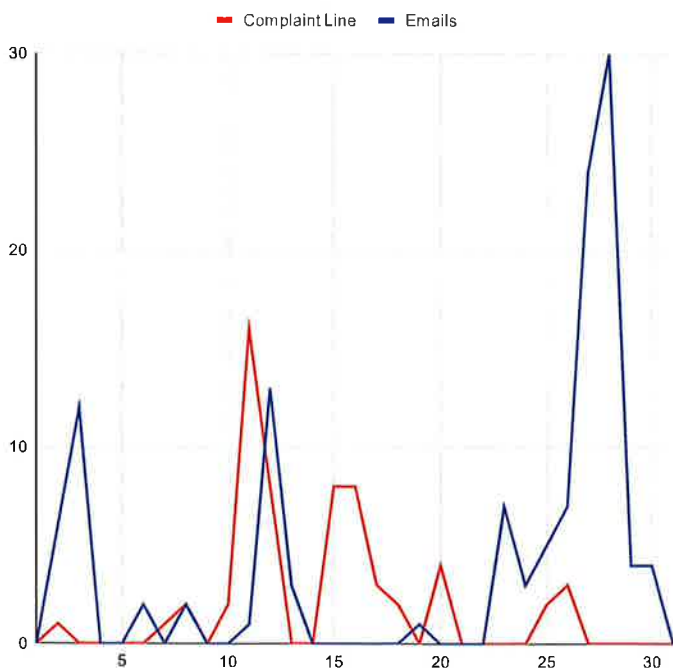
OXR

Total Contacts Logged	Recieved from Complaint Line	Emailed Complaints	Batch Email Complaints	Total Deviations from VNAP**
184	60	124	0	181

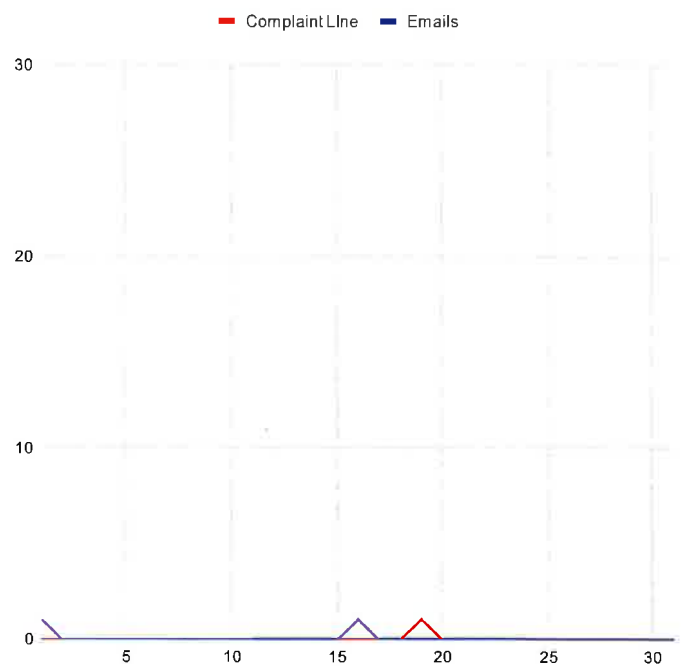
CMA

Total Contacts Logged	Recieved from Complaint Line	Emailed Complaints	Batch Email Complaints	Total Deviations from VNAP**
3	1	2	0	0

OXR



CMA



** Voluntary Noise Abatement Procedures



SEPTEMBER 2022

CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT

Note: Per direction from airport staff, the Consultant was advised to pause the Master Plan study as of May 25, 2021. Certain study elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process.

Status Update: *No Change.*

- The AGIS survey has been completed and coordinated with the FAA's Airport Data and Information Portal (ADIP)
- The preparation of biological and cultural resource evaluations continues.
- Airport staff and the Consultant have been coordinating internally regarding the proposed initiation of the study process.

Upcoming Action Items:

- The Consultant will be working to get started on the ALP Update/Narrative Report in the coming weeks pending direction from airport staff.

Project Percent Complete: Pending project NTP.

CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update: *No change.*

- A Subconsultant submitted the draft Drainage Study to airport staff for internal review on June 10, 2022.

Upcoming Action Items:

- Follow-up with the Subconsultant regarding the draft Drainage Study.

Project Percent Complete: The project is 68.7 percent complete through September 2022.

CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- The contract has been executed and Notice-to-Proceed has been issued in a letter dated October 12, 2022.

Upcoming Action Items:

- The Consultant will work with airport staff to initiate the study process.

Project Percent Complete: 0%.

OXNARD AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- The contract has been executed and Notice-to-Proceed has been issued in a letter dated October 12, 2022.

Upcoming Action Items:

- The Consultant will work with airport staff to initiate the study process.

Project Percent Complete: 0%.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 23-01)**Status Update:**

- Updated Camarillo and Oxnard Airport pilot guides and re-printed 11" x 17" copies (early October).
- The Consultant prepared a project schedule graphic for the Camarillo and Oxnard Part 150 Noise Compatibility Studies and Camarillo ALP Update/Narrative Report and submitted to airport staff for review and further coordination.
- A Categorical Exclusion letter was prepared and submitted to airport staff regarding the purchase of ARFF equipment. The County submitted the Categorical Exclusion letter to the FAA on September 28, 2022.
- The Consultant prepared and submitted to airport staff a Documented Categorical Exclusion for the Camarillo runway reconstruction project. The County submitted the Categorical Exclusion to the FAA on September 28, 2022.

Upcoming Action Items:

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

Project Percent Complete: 7.60% of the not-to-exceed amount of \$200,000 has been completed through September 2022.

October 14, 2022

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – September 2022

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of September 2022, by Jviation, for the Camarillo Airport:

Conceptual Design for 2025 Runway/Taxiway Reconstruction (AIP Project No. 3-06-0339-039-2022)

- Throughout the month of September, the County and Jviation discussed this project during coordination meetings on September 8 and 22, 2022.
- On September 9, 13, and 19, 2022, the County and Jviation coordinated on the consulting services contract for this project.
- On September 22, 2022, the County and Jviation coordinated on the information that Coffman Associates needed to complete the CATEX they are preparing.
- On September 27, 2022, the County provided Jviation with the executed consulting services contract and Notice to Proceed for this project.
- On September 26 and 27, 2022, the County, Jviation, and Coffman Associates coordinated on the information going into the CATEX.
- On September 28, 2022, the Sponsor submitted the CATEX for this project to the FAA for review.
- **Upcoming:**
 - Coordination on this project with the County, FAA, and Coffman Associates.
 - Jviation will continue to work on the conceptual design tasks.

Runway 8-26 and Taxiway A Pavement Improvements (Jviation Project No. CMA LOC 21-01)

- Throughout the month of September, the County and Jviation discussed this project during coordination meetings on September 8 and 22, 2022.
- On September 1 and 2, 2022, the County and Jviation coordinated on the presentation slides to be used during the Airport Commission and Authority meetings.
- On September 2 and 7, 2022, the County and Jviation coordinated on the consulting services contract for this project.
- On September 13, 2022, the County provided Jviation with the executed consulting services contract and Notice to Proceed for this project.
- **Upcoming:**
 - Coordination on this project with the County.
 - Jviation will continue to work on the design tasks.

Airport Pavement Management System (APMS) Update

- Throughout the month of September, the County and Jviation discussed this project during coordination meetings on September 8 and 22, 2022.
- On September 13, 2022, Jviation provided the County with the Pavement Section Identification Map which shows the pavement areas to be included in the APMS Update.
- **Upcoming:**
 - Jviation will provide the County with an updated exhibit showing the airside and landside pavement areas to be included in the APMS update.
 - Jviation will coordinate with subconsultants to assist with the completion of this project.
 - Jviation will prepare a scope of work and will submit it to the County for review.

Airport Capital Improvement Plan (ACIP) Update

- There is no change in the status of this task from September 2022.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

On-Call Services: Cloud Nine Development

- On September 27, 2022, the County requested Jviation to review a Construction Safety and Phasing Plan (CSPP) prepared by others for this development. Jviation provided review comments and questions to the County on September 30, 2022.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

If you have any comments, please do not hesitate to contact me.

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mrs. Marisa Fluhr, Ms. Amanda Gross – Jviation,
a Woolpert Company
File

October 25, 2022

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – September 2022

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of September 2022, by Jviation and our subconsultants for the Oxnard Airport:

AIP Project No. 03-06-0179-038-2021 (Construction) – Runway 7-25 Reconstruction

- Throughout the month of September, the County and Jviation discussed this project during coordination meetings on September 8 and 22, 2022.
- Throughout the month of September, Jviation and the County coordinated with the Prime Contractor, Sully-Miller, on construction closeout items.
- Throughout the month of September, Jviation coordinated with Mead & Hunt on the Record Drawings for this project. The Record Drawings were completed on September 28, 2022.
- Throughout the month of September, Jviation coordinated with Coffman Associates on the updates to the Airport Layout Plan (ALP) from this project.
- On September 22, 2022, Contractor Pay Application No. 6 was signed and distributed to all parties.
- On September 23 and 28, 2022, the County and Jviation coordinated on the change orders for final adjustment of quantities (FAQ) and Contractor Pay Application No. 7 (final).
- On September 28, 2022, Jviation sent out Change Order No. 6, County and FAA forms, for signature.
- **Upcoming:**
 - Jviation will continue project coordination with the County, FAA, and Sully-Miller.
 - Jviation will continue coordination with Coffman Associates on the ALP update.
 - Change Order No. 6, County and FAA forms, signed by all parties.
 - County to provide Sponsor items needed for the Construction Closeout Report.

AIP Project No. 03-06-0179-042-2022 (Design) – Connector Taxiways A-E Reconstruction

- Throughout the month of September, the County and Jviation discussed this project during coordination meetings on September 8 and 22, 2022.
- Throughout the month of September, Jviation coordinated with Granite Construction (Granite) on material submittals and proposed construction schedule.
- On September 1, 2022, the County requested a Word file of Jviation's scope of work, and it was provided.
- On September 1 and 2, 2022, the County and Jviation coordinated on the estimated construction completion date and the tenant informational flyer for this project.
- On September 7, 2022, the County provided Jviation with a copy of the Federal grant offer for this project.

- On September 7 and 8, 2022, the County and Jviation coordinated on the CALTRANS grant application for this project.
- On September 14, 2022, the County requested an approximate quantity of asphalt millings that will be generated from this project and Jviation provided an approximate volume to the County.
- On September 21, 2022, the County received approval from the FAA on Jviation's scope of work for construction management services. The County requested a blank fee spreadsheet from Jviation which will be used for the independent fee estimate (IFE).
- On September 22, 2022, Jviation provided the County with the Safety Plan Compliance Document (SPCD) that was prepared by Granite.
- On September 27, 2022, the County and Jviation coordinated on the first Notice to Proceed to be sent to Granite with their executed construction contract. The County issued Granite with the executed construction contract and the Notice to Proceed for Preconstruction Project Coordination on September 27, 2022.
- **Upcoming:**
 - Jviation will continue project coordination with the County and Granite.
 - County provides review comments or approval of the SPCD.
 - County completes the IFE process on Jviation's scope of work for construction management services.

Airport Pavement Management System (APMS) Update

- Throughout the month of September, the County and Jviation discussed this project during coordination meetings on September 8 and 22, 2022.
- Throughout the month of September, Jviation coordinated with Applied Pavement Technology (APT) on this project and their scope of work.
- On September 22, 2022, Jviation provided the County with the Pavement Section Identification Map which shows the pavement areas to be included in the APMS Update.
- On September 26, 2022, the County requested files from Mead & Hunt from the last APMS Update.
- **Upcoming:**
 - County to approve the pavement areas shown on the Pavement Section Identification Map.
 - Jviation will coordinate with subconsultants on this project.
 - Jviation will prepare a scope of work and will submit it to the County for review.

Federal Contract Tower (FCT) Improvements

- Throughout the month of September, the County and Jviation discussed this project during coordination meetings on September 8 and 22, 2022.
- On September 7 and 8, 2022, the County and Jviation coordinated on responses to questions from the FAA on this project.
- On September 12, 13, 16, and 20, Jviation and the County coordinated with Coffman Associates on the NEPA documentation that is anticipated to be required by the FAA for this project.
- **Upcoming:**
 - Coordinate with the County on this project.
 - County to review the scope of work for a facility assessment of the existing ATCT.

Airport Capital Improvement Plan (ACIP) Update

- On September 27, 2022, the County and Jviation coordinated on NEPA documentation being prepared by Coffman Associates for fiscal year 2023 projects. The County submitted the NEPA documentation to the FAA on September 28, 2022.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

On-Call Services: Runway 7-25 Published Weight Update

- On August 30, 2022, the County requested Jviation provide updated data for the published weights of single wheel and dual wheel aircrafts. Jviation provided a task description and estimated fee to the County, and it was approved on August 31, 2022.
- On September 8, 2022, Jviation provided the County with updated published weights of single wheel, dual wheel, and dual tandem landing gear aircrafts as well as a Pavement Classification Rating (PCR) for Runway 7-25. Jviation also provided the County with a memo summarizing the analysis and providing the supporting documentation.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks

If you have any comments, please do not hesitate to contact me.

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mrs. Marisa Fluhr, Ms. Amanda Gross, Ms. Tracey Salazar – Jviation, a Woolpert Company
File

Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
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. b) Contract work complete. c) Contract Amendment No. 2 processed on 10-5-21. d) Mead & Hunt submitted final pay application in December 2021.	100%	a) Final warranty work being negotiated.
2206900-221833.01 AEA 23-03 AIP - N/A	CMA & OXR	DESIGN SERVICES ON-CALL SERVICES (2022-2023) On-call services at the request of the County. Period is effective through June 30, 2023.	a) Contract executed. b) Mead & Hunt preparing 7460 for preferred beacon location (Site No. 2 adjacent to electrical vault building). c) County submitted ACIPs for DBE program updates on 7/23/22. Mead & Hunt preparing plan and will be coordinating consultation meetings. d) Mead & Hunt assisting the Wings Over Camarillo team with graphics; team kickoff meeting held on 9/16/22.	4%	a) Mead & Hunt submittal of items "b-d".
2206900-22958.01 CT 5020FY23000000000022 AIP - N/A	CMA & OXR	DESIGN SERVICES GENERAL SERVICES AGENCY PURCHASE ORDER (2022-2023) On-call services at the request of the County. Period is effective through June 30, 2023.	a) Fully executed contract received. b) Mead & Hunt submitted draft and revised plan for access road alignment to the County for review on 9/19/22.	7%	a) Mead & Hunt submittal of item "b". Updates/revisions pending County comments.

AIRPORT TENANT PROJECT STATUS October 28, 2022

CAMARILLO

- ➔ Airport Properties Limited (APL) Row I final project approval underway. FAA required NEPA review continues.
- ➔ CloudNine Development project construction in progress. Construction estimated for completion within the first or second quarter of 2023.

OXNARD

- ➔ 5 and 7 acre RFP parcel developments in discussion, preliminary concept phase.

OTHER

- ➔ None

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

October 2022

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA RWY Centerline and TWY Alpha Repair	<u>116,505</u>		<u>Jviation</u>	9/13/22	N/A	TBD	TBD	TBD	Jviation contract in place for design and bid process. Design underway with planned tenant coordination before 2023. Bid and construction set for early 2023. Construction management proposal TBD after design identifies construction phasing/schedule.
5	CMA Beacon Siting Study	<u>8,500</u>		<u>Mead & Hunt</u>	N/A	On-call	N/A	N/A	<u>100</u>	Beacon siting study initiated due to developer purchase of CMA Water Tower and adjacent property. Recommended relocation identified and Airport working to solicit proposal for design and bidding services.
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	<u>\$6,500</u> 137,000	\$226,018	<u>Ninyo & Moore</u>	N/A	1/19/21	N/A	3/29/21	<u>100</u> 75	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Airport working with the State Water Board to satisfy workplan and sampling/monitoring goals. The State is requiring new quarterly monitoring and additional work plan development.

CMA – Camarillo Airport
OXR – Oxnard Airport
TBD – To be determined
CCO – Contract Change Orders
CUE – Camarillo Utility Enterprise

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

October 2022

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$147,300		<u>Coffman Assoc.</u>	<u>N/A</u>	<u>1/24/19</u>	<u>N/A</u>	<u>TBD</u>	<u>69</u>	Draft forecasts for geometry study to be refreshed with the Airport Layout Plan Update process. Draft drainage study for RWY reconstruction (2025) being finalized.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$273,576 \$213,351		<u>Mead & Hunt, Maxwell Asphalt</u>	<u>6/25/19</u>	<u>8/15/19</u>	<u>4/20/20</u>	<u>TBD</u>	<u>100</u> <u>99</u>	Closeout paperwork underway.
5	CMA Airport Layout Plan Update	\$391,621		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/24/20</u>	<u>9/30/20</u>	<u>TBD</u>	<u>42</u>	The Airport received FAA approval to transition the Master Plan to an Airport Layout Plan (ALP) Update to allow for community concerns, like noise, to be addressed, with a master plan update to be revisited in a future year, should it be warranted. ALP schedule under development.
5	CMA Conceptual Design for 2025 RWY and TWY Reconstruction	\$187,260		<u>Jvation</u>	<u>N/A</u>	<u>9/19/22</u>	<u>N/A</u>	<u>N/A</u>	<u>0</u>	The Airport executed a contract for the conceptual design and coordinated with consultants to provide the FAA a CatEx document on the future project. Design work to proceed in coordination with the FAA.

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA Part 150 Noise Compatibility Study	\$770,943		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/30/22</u>	<u>N/A</u>	<u>N/A</u>	<u>0</u>	The Airport executed a contract and NTP for the noise compatibility study. Coordination with consultant is underway to develop the schedule.
3	OXR Rwy & TWY Connector Transitions Reconstruction	\$12,832,636 \$12,274,001	\$124,906	Mead Hunt Sully-Miller Inc.	<u>4/29/21</u>	<u>7/20/21</u>	<u>7/23/21</u>	<u>2/28/22</u>	<u>100</u> <u>95</u>	Final project closeout underway.
3	OXR TWY Connector Reconstruction	\$335,960 7,706,536		<u>Jviation Granite Construction</u>	<u>4/26/22</u>	<u>12/17/21</u> TBD	<u>1/9/23</u>	<u>4/28/23</u>	<u>100</u>	FAA issued a grant which will fund Reconstruction of Connector TWY's A-E (base bid + bid atl. 1) The estimated construction start has been updated to January 2023, to allow for later grant execution, avoidance of FAA moratorium dates and some long lead material items.
3	OXR Part 150 Noise Compatibility Study	\$770,943		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/30/22</u>	<u>N/A</u>	<u>N/A</u>	<u>0</u>	The Airport executed a contract and NTP for the noise compatibility study. Coordination with consultant is underway to develop the schedule.

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

County of Ventura
Department of Airports
Fund: E300
Statement of Net Assets
As of September 30, 2022
(Unaudited)

ASSETS

Cash	\$ 19,239,700
Cash - petty cash/change fund	500
Receivables:	
Accounts receivable net of allowance for Uncollectable accounts of \$20,000	536,300
Interest receivable	24,500
Current lease receivable - GASB 87	1,397,200
Grants receivable	-
Long term lease receivable - GASB 87	31,812,700
Capital assets:	
Easements	848,800
Land	9,362,500
Land improvements	48,676,400
Building & Improvements	18,399,500
Equipment	1,268,300
Vehicle	989,700
Construction in Progress	26,631,400
Accumulated depreciation	(50,769,500)
Deferred outflows related to pensions	869,000
Total assets	<u>\$ 109,287,000</u>

LIABILITIES

Accounts payable	\$ 66,800
Accrued liabilities	123,500
Short-term compensated absences	131,900
Due to other funds - GSA, ITS, PWA	-
Unearned revenue (prepayments)	167,200
Security deposit	819,900
Unreserved overpayments	309,200
Long-term compensated balances	80,000
Net pension liability	1,946,900
Deferred inflows lease receivables - GASB 87	33,209,900
Deferred inflows related to pensions	48,900
Total liabilities	<u>\$ 37,027,700</u>

NET ASSETS

Investment in capital assets net of related debt	\$ 55,407,100
Unrestricted Net Assets	16,852,200
Total net assets	<u>72,259,300</u>
Total liabilities and net assets	<u>\$ 109,287,000</u>

County of Ventura
Department of Airports
Fund: E300
Statement of Cash Flows
July 1, 2022 thru September 30, 2022
(Unaudited)

Operating Activities:

Permits	\$ 23,007
Fines and penalties	1,285
Rents and concessions	615,870
Percentage lease rent	54,874
Tiedown rents	32,850
Hangar rents	334,055
Land rent - hangars	136,475
Transient tiedown rents	16
Landing fees	34,113
Parking fees	1,733
Gas & oil fuel flow percentage	93,811
% rent-all other gross rec	524,626
Insurance claims	2,876
Hazmat collections	-
Miscellaneous	3,420
Salaries & Benefits	(726,854)
Service & Supplies	(442,449)
Interest Received	24,476
Interest Paid	-
Prepay/Security Deposit	156,010
CUE tax assessment	-

Cash Provided by Operating Activities \$ 870,194

Investing Activities:

State and federal grant receipts	3,465,992
Fixed asset sales/(purchases)	(118,645)
Capital Expenditures	(53,761)

Cash Used in Investing Activities 3,293,586

Financing Activities:

Transfers out to other funds **	-
Principal Payment on Short & Long Term Debt	\$ -

Cash Provided by Financing Activities

Increase (Decrease) in Cash & Equivalents \$ 4,163,780

Cash & Equivalents-Beginning of Year \$ 15,075,886

Cash & Equivalents-End of Period \$ 19,239,666

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2022 thru September 30, 2022
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Revenues:			
Permits	\$ 23,000	\$ 700	\$ 23,700
Fines and penalties	2,100	1,100	3,200
Rents and concessions	626,700	73,000	699,700
Percentage lease rent	16,800	37,300	54,100
Tiedown rents	30,000	2,500	32,500
Hangar rents	251,300	88,500	339,800
Land rent - hangars	110,400	29,700	140,100
Transient tiedown rents	-	100	100
Landing fees	28,600	5,500	34,100
Parking fees	-	1,700	1,700
Gas & oil fuel flow percentage	75,500	21,100	96,600
% rent-all other gross rec	514,400	133,400	647,800
Miscellaneous	2,000	2,000	4,000
Total operating revenues	<u>\$ 1,680,800</u>	<u>\$ 396,600</u>	<u>\$ 2,077,400</u>

Expenditures:

Current:

Salaries and wages	\$ 279,800	\$ 66,700	\$ 346,500
Benefits	224,900	70,400	295,300
Admin salaries allocated to Oxnard Airport	(31,600)	31,600	-
Agricultural	-	4,900	4,900
Uniforms and clothing	1,800	700	2,500
Communications	18,200	3,200	21,400
Household expense	2,600	100	2,700
Insurance	-	20,300	20,300
Indirect county costs	49,700	21,800	71,500
Maintenance-equipment	5,800	2,600	8,400
Maintenance-building and improvements	29,700	21,600	51,300
Memberships and dues	400	900	1,300
Miscellaneous expense	8,800	5,600	14,400
Office expense	1,200	-	1,200
Professional and specialized services	71,200	235,700	306,900
Rents and leases - equipment	17,100	300	17,400
Small tools and equipment	-	-	-
Transportation charges	20,900	35,100	56,000
Conference and seminars	(200)	-	(200)
Utilities	-	(30,200)	(30,200)
Education, books and training	7,300	200	7,500
Taxes and licenses	-	-	-
Bad debts	-	-	-

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2022 thru September 30, 2022
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Depreciation	224,000	211,100	435,100
Total operating expenditures	<u>\$ 931,600</u>	<u>\$ 702,600</u>	<u>\$ 1,634,200</u>
Operating income (loss)	<u>\$ 749,200</u>	<u>\$ (306,000)</u>	<u>\$ 443,200</u>
Non-operating revenues (expenses):			
State and federal grants	\$ -	\$ -	\$ -
CARES COVID-19 Grants	-	-	-
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-
Interest income	24,500	-	24,500
Insurance proceeds	-	-	-
Hazmat collections	-	-	-
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	<u>24,500</u>	<u>-</u>	<u>24,500</u>
Income (loss) before transfers	773,700	(306,000)	467,700
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Operating Gain/(Loss)	<u>\$ 773,700</u>	<u>\$ (306,000)</u>	<u>\$ 467,700</u>
Operating Gain/(Loss) before Depreciation	<u>\$ 997,700</u>	<u>\$ (94,900)</u>	<u>\$ 902,800</u>

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2022 thru September 30, 2022
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Sep 2022	Adjusted Budget as of Sep 2022	YTD Actuals & Accruals thru Sep 2022	% Variance
Revenues:				
Permits	\$ 73,611	\$ 73,611	\$ 23,000	31%
Fines and penalties	7,332	7,332	2,100	29%
Rents and concessions	2,667,395	2,667,395	626,700	23%
Percentage lease rent	113,659	113,659	16,800	15%
Tiedown rents	160,680	160,680	30,000	19%
Hangar rents	587,841	587,841	251,300	43%
Land rent - hangars	414,864	414,864	110,400	27%
Transient tiedown rents	4,464	4,464	-	0%
Landing fees	84,148	84,148	28,600	34%
Parking fees	-	-	-	0%
Gas & oil fuel flow percentage	230,414	230,414	75,500	33%
% rent-all other gross rec	2,010,609	2,010,609	514,400	26%
Miscellaneous	16,958	16,958	2,000	12%
Total operating revenues	<u>\$ 6,371,975</u>	<u>\$ 6,371,975</u>	<u>\$ 1,680,800</u>	<u>26%</u>
Expenditures:				
Current:				
Salaries and wages	\$ 2,184,170	\$ 2,184,170	\$ 279,800	13%
Benefits	1,216,844	1,216,844	224,900	18%
Admin Salary allocated to Oxnard Airport	(442,074)	(442,074)	(31,600)	7%
Agricultural	44,780	44,780	-	0%
Uniforms and clothing	15,040	15,040	1,800	12%
Communications	46,471	46,471	18,200	39%
Household expense	30,220	30,220	2,600	9%
Insurance	150,903	150,903	-	0%
Indirect county costs	49,736	49,736	49,700	0%
Maintenance-equipment	86,000	86,100	5,800	7%
Maintenance-building and improvements	868,910	876,335	29,700	3%
Medical	380	380	-	0%
Memberships and dues	8,999	8,999	400	4%
Miscellaneous	28,383	28,383	8,800	31%
Office expense	46,968	46,968	1,200	3%
Professional and specialized services	1,095,344	1,514,313	71,200	5%
Rents and leases - equipment	30,800	42,110	17,100	41%
Small tools and equipment	32,277	32,277	-	0%
Transportation charges	100,727	100,727	20,900	21%
Conference and seminars	39,125	39,125	(200)	-1%
Utilities	226,700	226,700	-	0%
Education, books and training	17,310	17,310	7,300	42%
Taxes and licenses	4,958	4,958	-	0%
Bad debts	10,000	10,000	-	0%
Depreciation	928,772	928,772	224,000	24%
Total operating expenditures	<u>\$ 6,821,743</u>	<u>\$ 7,259,547</u>	<u>\$ 931,600</u>	<u>13%</u>
Operating income (loss)	<u>\$ (449,768)</u>	<u>\$ (887,572)</u>	<u>\$ 749,200</u>	<u>-84%</u>

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2022 thru September 30, 2022
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Sep 2022	Adjusted Budget as of Sep 2022	YTD Actuals & Accruals thru Sep 2022	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ -	
Contribution to Outside Agency	(5,000)	(5,000)	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Interest income	123,945	123,945	24,500	20%
Interest expense	-	-	-	
Hazmat collections	-	-	-	
Other loan payments	-	-	-	
Total non-operating revenues (expenses)	118,945	118,945	24,500	21%
 Income (loss) before transfers	 (330,823)	 (768,627)	 773,700	 -101%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
Operating Gain/(Loss)	\$ (330,823)	\$ (768,627)	\$ 773,700	-101%
 Operating Gain/(Loss) before Depreciation	 \$ 597,949	 \$ 160,145	 \$ 997,700	 623%

County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2022 thru September 30, 2022
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Sep 2022	Adjusted Budget as of Sep 2022	YTD Actuals & Accruals thru Sep 2022	% Variance
Revenues:				
Permits	\$ 2,688	\$ 2,688	\$ 700	26%
Fines and penalties	8,734	8,734	1,100	13%
Rents and concessions	292,975	292,975	73,000	25%
Percentage lease rent	174,745	174,745	37,300	21%
Tiedown rents	3,939	3,939	2,500	63%
Hangar rents	354,606	354,606	88,500	25%
Land rent - hangars	118,134	118,134	29,700	25%
Transient tiedown rents	363	363	100	28%
Landing fees	31,028	31,028	5,500	18%
Parking fees	9,952	9,952	1,700	17%
Gas & oil fuel flow percentage	42,038	42,038	21,100	50%
% rent-all other gross rec	547,681	547,681	133,400	24%
Miscellaneous	5,213	5,213	2,000	38%
Total operating revenues	<u>\$ 1,592,096</u>	<u>\$ 1,592,096</u>	<u>\$ 396,600</u>	<u>25%</u>
Expenditures:				
Current:				
Salaries and wages	\$ 478,816	\$ 478,816	\$ 66,700	14%
Benefits	358,460	358,460	70,400	20%
Admin salaries allocated from Camarillo Airport	432,074	432,074	31,600	7%
Agricultural	4,380	4,380	4,900	112%
Uniforms and clothing	18,891	18,891	700	4%
Communications	10,385	10,385	3,200	31%
Household expense	46,452	46,452	100	0%
Insurance	59,360	59,360	20,300	34%
Indirect county costs	21,778	21,778	21,800	0%
Maintenance-equipment	63,400	63,400	2,600	4%
Maintenance-building and improvements	305,952	306,181	21,600	7%
Medical	650	650	-	0%
Memberships and dues	1,995	1,995	900	45%
Miscellaneous expense	44,972	48,465	5,600	12%
Office expense	7,022	7,022	-	0%
Professional and specialized services	127,025	165,180	235,700	143%
Rents and leases - equipment	7,200	7,200	300	4%
Small tools and equipment	5,068	5,068	-	0%
Transportation charges	46,607	46,607	35,100	75%
Conference and seminars	33,850	33,850	-	0%
Utilities	130,203	130,203	(30,200)	-23%
Education, books and training	1,300	1,300	200	0%
Bad debts	15,000	15,000	-	0%
Depreciation	882,510	882,510	211,100	24%
Total operating expenditures	<u>\$ 3,103,350</u>	<u>\$ 3,145,227</u>	<u>\$ 702,600</u>	<u>22%</u>
Operating income (loss)	<u>\$ (1,511,254)</u>	<u>\$ (1,553,131)</u>	<u>\$ (306,000)</u>	<u>20%</u>

County of Ventura
 Airport Enterprise-Oxnard
 Budget to Actual
 July 1, 2022 thru September 30, 2022
 (Rounded to the nearest hundred)
 (Unaudited)

	Adopted Budget as of Sep 2022	Adjusted Budget as of Sep 2022	YTD Actuals & Accruals thru Sep 2022	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ -	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Insurance Proceeds	-	-	-	
Other Loan Interest Payment	-	-	-	
Total non-operating revenues (expenses)	-	-	-	
Income (loss) before transfers	(1,511,254)	(1,553,131)	(306,000)	20%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
Operating Gain/(Loss)	\$ (1,511,254)	\$ (1,553,131)	\$ (306,000)	20%
Operating Gain/(Loss) before Depreciation	\$ (628,744)	\$ (670,621)	\$ (94,900)	-14%

DEPARTMENT OF AIRPORTS

2022 MEETING SCHEDULES

AAC/CAA/OAA

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

The Aviation Advisory Commission meets on the first Monday of the month (exceptions are noted above in yellow highlight) at 7:00 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.



High Flying Airshow Fun

September 03, 2022



JET SET— Above, Sonoma Bannatyne, 5, of Fillmore climbs into in the cockpit of a Marines UH-1Y Venom utility helicopter during the 41st annual Wings Over Camarillo Air Show at the Camarillo Airport on Aug. 20. Below, Miguel Medina and his 1-year-old son, Miguel, of Oxnard get an up-close look at a propeller; Members of the California Air National Guard sit on the tail section of a C-130 Hercules; and Kevin Webber and his 7-year- old son, Colton, of Newbury Park gaze out of the opening on a C-46 army transport airplane.





RAISE THE ROOF

Airport construction
reaches halfway mark

September 03, 2022

By Makena Huey
makena@theacorn.com



TAKING OFF—The \$40-million private Camarillo airport project started slow but has picked up speed. The development will consist of four 25,000-square-foot hangars that will be individually leased. It is expected to be completed next spring. Courtesy photo

Construction on the CloudNine private airplane hangar project is slow but steady.

The four hangars at the Camarillo Airport were initially slated for completion this summer, but that deadline has been pushed back to next spring.

"We're probably pushing about the halfway mark, if not a little further," said Nick Martino, vice president of operations for RKR Inc., the Westlake Village-based developer that proposed the project. "It's going really well. We're trying to catch up for lost time."

The \$40-million development consists of four private 25,000-squarefoot hangars that will be individually leased to corporations or airplane owners. Each hangar will have an additional 5,000 square feet of attached office and shop space.

Construction began on the 7 acres of land at the eastern end of the airport May 2021. Martino said the steel components have been built, and workers are now fabricating the surrounding office space. Plumbing has been installed, with electricity next.

Martino said the pandemic as well as tension among local officials due to the possibility of an airport master plan update were responsible for the construction delays.

"We waited for that to subside," he said.

In compliance with the 1976 agreement between county and city governments, the hangars will only be used for aircraft no more than 115,000 pounds. The largest plane that would be suitable for the facility is a Bombardier Global 7500, which is under the weight limit, Martino said.

"For a long time, CloudNine was a lightning rod for controversy," he said, adding that he is grateful the community spoke against allowing commercial airlines and large cargo planes.

Two of the hangars have been leased, and both tenants were already at the airport, he said.

"There's not going to be a big operational change," Martino said. "It's important to know we're fulfilling our promises."

Martino said he expects the development to generate about 360 to 600 flights per year on top of the 150,000 annual takeoffs and landings that the airport typically handles.

Because CloudNine will not offer services such as fuel and maintenance, Martino said, other businesses at the airport will benefit from the addition. The luxury facility will also make Camarillo more attractive to corporations that rely on business jets.

"We're really focused on giving the tenants the flexibility to run their operation their way," he said.

The project was initially expected to cost \$34 million, but Martino said that number has increased due to inflation.

"We have to pay more to get the stuff that we need and then we also have to make sure it gets here on time," he said. "We're not immune."

RKR secured funding for the hangar development and the acquisition of Channel Islands

Aviation—one of four fixed-based operators on the airfield— with the help of Nicholas Daddis, the CEO and founder of FBO Advisors and Air Capital Group.

The developer closed escrow on Channel Islands Aviation in May for an undisclosed price. Martino said he did not want the 46-year-old company to be purchased by an outsider who did not care about the community and its history.

"For me it's really, really important that Camarillo stays Camarillo," the Ventura County native said, adding that Channel Islands Aviation's contributions cannot be understated. "It allowed RKR to continue to fulfill a promise to support the greater aviation community."

Though Martino made it clear that CloudNine and Channel Islands Aviation are separate endeavors, he said they will benefit one another.

Unlike CloudNine and the three fixed-based operators that offer specialty aviation services, Channel Islands Aviation is a full-service operator, offering fuel, maintenance and a flight school.

"Channel Islands can actually offer those services a la carte to CloudNine should those users decide they need something outside of CloudNine's scope," Martino said. "That's a nice feature. You get all the benefits of a (fixed-based operator) but none of the obligations."

COUNTY

Roundup: Small plane lands at Ventura's Marina Park, events to close roads, more

Staff reports

Published 5:18 p.m. PT Sept. 16, 2022 | Updated 1:29 p.m. PT Sept. 17, 2022

Here's a roundup of recent incidents and announcements from Ventura County and regional agencies:

Small plane lands at Marina Park

VENTURA — A small plane landed on a jetty at Ventura's Marina Park late Friday afternoon after having engine problems, officials said.

None of the three people aboard were seriously injured and no one on the ground was hurt, said Ventura Police Department Cmdr. Ed Caliento.

The crash was reported around 4:40 p.m. along the beach south of Greenock Lane in Ventura's Pierpont neighborhood.

The single-engine plane landed on rocks at a jetty at Marina Park Beach, near the entrance to Ventura Harbor, officials said.

About 2 gallons of fuel had leaked from the plane and a minimal amount of oil had also spilled, with none of it reaching the water, according to firefighters' radio traffic.

The three people aboard the craft refused medical treatment at the scene, firefighter reports indicated.

Federal Aviation Administration information indicated the plane was a Cessna 172L Skyhawk registered to a Simi Valley owner.

The 22-foot plane had taken off from Santa Paula Airport for a recreational flight, Ventura Fire Department Battalion Chief Douglas Miser said in a release. The plane seats up to four.

The pilot had flown over Carpinteria and was headed to Ojai when the plane started to have engine problems over Highway 33, near Stanley Avenue, Miser said. After radioing air traffic control, the pilot was told to land at Oxnard Airport and brought the plane toward the coast.

The plane was gradually losing altitude and it was "inevitable" the pilot would need to make an emergency landing, Miser said. The pilot guided the craft near the water line and landed on top of the Greenock jetty.

Along with Ventura City fire and police, Ventura County fire and sheriff's personnel and harbor patrol, state lifeguards, state parks and ambulance crews responded.

Ventra police coordinated salvage efforts and crowd control. The FAA and National Transportation Safety Board will investigate.



555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
<https://vcairports.org>

September 28, 2022

Ronald [REDACTED]
Jessica [REDACTED]
[REDACTED]

**Subject: Camarillo Airport Hours of Operation
Departures Between 12:00am and 5:00am**
[REDACTED]

Dear Owner,

On September 16, 2022 at 2:43am an aircraft registered to companies listed at your address departed Camarillo Airport (KCMA). The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00am and 5:00am local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00am and 5:00am. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

A handwritten signature in blue ink, appearing to read "D Nafie".

DAVE NAFIE, C.M.
Deputy Director of Airports



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
<https://vcairports.org>

October 12th, 2022

Prime Jets



**Subject: Camarillo Airport Hours of Operation
Departures Between 12:00am and 5:00am**



Dear Operator,

On September 26, 2022, an aircraft we believe is owned and/or operated by Prime Jets departed Camarillo Airport (KCMA) at 1:01 a.m. The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00am and 5:00am local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00am and 5:00am. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

Jannette Jauregui
Communications & Engagement Manager
Ventura County Department of Airports



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
<https://vcairports.org>

October 12th, 2022

Air 7



**Subject: Camarillo Airport Hours of Operation
Departures Between 12:00am and 5:00am**



Dear Operator,

On September 29th, 2022, an aircraft we believe is owned and/or operated by Air 7 departed Camarillo Airport (KCMA) at 4:35 a.m. The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00am and 5:00am local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00am and 5:00am. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

Jannette Jauregui
Communications & Engagement Manager
Ventura County Department of Airports

DOA Announcement: Increased Helicopter Activity 10/16/2022



The Ventura County Department of Airports (DOA) is collaborating with the Ventura County Fire Department and United States Forest Service to provide resources for airborne fire crews to remain current in training tactics. Ventura County residents, and specifically those in the Camarillo area, may notice an increase in daytime and night-based helicopter activity from October 17th through October 21st, with operations from a Coulson S61 helicopter like the one pictured here (please see below). Operations will cease between midnight and 5 a.m. each day, with a focus on keeping away from noise sensitive areas when possible.

The Fire season is upon us, and the DOA is grateful for the crews who work tirelessly to protect our county.

Questions or concerns? Please contact airportinfo@ventura.org.