



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>

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

Thursday **July 13, 2023** **6:30 P.M.**

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

Public Participation Options and Instructions:

1. Attend in-person at the address listed above.
2. You may observe the meeting via the **Department of Airports YouTube channel**
https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber
3. Participate and provide public comment via Zoom:

WEBINAR:

<https://us06web.zoom.us/j/81149755355?pwd=VTJwRnZxTU1nS0hRN3BaMFg1dmJuZz09>

TELEPHONE: 1-669-444-9171

MEETING ID: 811 4975 5355

MEETING PASSCODE: 938020

Clink on the link above and enter your name so we may call on you when it is your turn to speak. Members of the public who wish to comment should use the "Raise Hand" function in Zoom when the Chair of the Commission calls for public comment. The secretary will call your name when it is your turn to speak. You will be prompted to unmute your microphone. Unmute and begin speaking; start by stating your name.

If joining by telephone, press star (*) then 9 on their touch-tone phone when the Chair of the Commission calls for public comment. The secretary will call the last 4 digits of your phone number when it is your turn to speak. You will be prompted to unmute your phone. Unmute and begin speaking; start by stating your name.

Public members will have 3 minutes to speak on an agenda item. Please ensure that all background noise is muted (TV, radio, etc.).

4. E-mail or Mail Public Comment in Advance of the Meeting:

Public comments may be submitted in writing by e-mail or mail. Comments must be received by 12:00 p.m. on the day prior to the meeting. All written comments received prior to the meeting will be circulated to the Commission members. Please note that all comments in writing are public record and subject to disclosure. Comments will not be read aloud at the meeting but will be made public upon the approval of the meeting minutes. Please do not submit personal contact information if you do not want it to be made public.

Submission comments by e-mail can be sent to airportinfo@ventura.org. In the subject line please indicate “**Authority Meeting Comment**” then proceed with your comment in the body of the e-mail.

Submission comments by mail can be mailed to 555 Airport Way, Ste. B, Camarillo, CA 93010, **Attention: “Authority Meeting Comment”**.

AGENDA

- 1. CALL to ORDER and PLEDGE of ALLEGIANCE**
- 2. ROLL CALL**
- 3. AGENDA REVIEW**
- 4. APPROVAL of MINUTES – May 11, 2023 (Pages 10-17)**
- 5. PUBLIC COMMENT PERIOD**

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

In-Person Public Comment:

Speakers must fill out a speaker card and submit it to the secretary before the end of the public comment period.

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

Zoom Public Comment:

Speakers should press the raise hand button, or if joining by telephone, press star (*) then 9 to be added to the speaker queue when the Chair of the Airport Authority calls for public comment.

E-mail or Mail Public Comment:

Public comments may be submitted in writing by e-mail or mail. Comments must be received by 12:00 p.m. on the day prior to the meeting. All written comments received prior to the meeting will be circulated to the Authority members. Please note that all comments in writing are public record and subject to disclosure. Comments will not be read aloud at the meeting but will be made public upon the approval of the meeting minutes. Please do not submit personal contact information if you do not want it to be made public.

6. NEW BUSINESS

CAMARILLO AIRPORT AUTHORITY

- A. Subject: Receive and File an Update on Current Airport Layout Plan (ALP) Update for Camarillo Airport (Page 18)**

Recommendation:

Receive and file an update on the current ALP Update for Camarillo Airport

B. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Third Amendment to Lease with Airport Properties Limited, LLC for Development of a Hangar Complex at the Camarillo Airport (Pages 19-45)

Recommendation:

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

Approve and authorize the Director of Airports or his designee to sign, the attached Third Amendment to Lease with Airport Properties Limited, LLC (APL) for development of a hangar complex at the Camarillo Airport (Exhibit 1).

OXNARD AIRPORT AUTHORITY

C. Subject: Receive and File an Update on the Oxnard Airport Taxiway Connector A-E Reconstruction Project (Page 46)

Recommendation:

Receive and file an update on the Oxnard Airport Taxiway Connectors A-E Reconstruction Project

D. Subject: Authorization for the Director of Airports or his designee to Accept on Behalf of the County an Aircraft Rescue and Firefighting (ARFF) emergency response vehicle from Burbank-Glendale-Pasadena Airport Authority, with an estimated value of \$30,000; Approval of, and Authorization for the Director of Airports or his designee to sign, a Sale Agreement with the City and County of San Francisco to purchase a surplus ARFF vehicle for \$14,000. (Pages 47-54)

Recommendations:

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

1. Authorize the Director of Airports or his designee to accept on behalf of the County a surplus ARFF emergency response vehicle from Burbank-Glendale-Pasadena Airport Authority with an estimated value of \$30,000; and
2. Approve, and Authorize the Director of Airports or his designee to sign and execute a Sale Agreement (Exhibit 1) with the City and County of San Francisco to purchase a surplus ARFF vehicle for \$14,000.

E. Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0179-043-2023, When Offered, in an Estimated Amount of \$19,000,000, Which Will Provide Funds for the Taxiway F Reconstruction at Oxnard Airport; Authorization for the Director of Airports or Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the

**Certificate of Sponsor's Attorney Required by Federal Aviation
Administration Grant Agreements (Pages 55-88)**

Recommendations:

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

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-043-2023, when offered, in an estimated amount of \$19,000,000, which will provide funds for the Taxiway F Reconstruction at Oxnard Airport; and;
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for a matching grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

CAMARILLO and OXNARD AIRPORT AUTHORITY

- F. Subject: Authorization for the Director of Airports or Designee to Award Annual Consulting-Services Contracts for FY 2023-2024 to Coffman Associates, Inc., Aviation, a Woolpert Company, Mead and Hunt, Inc., and The Adams Companies, LLC, and to Issue Work Orders Against These Contracts (Pages 89-96)**

Recommendations:

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

1. Authorize the Director of Airports, or his designee, to award annual consulting-services contracts for fiscal year 2023-2024 to the consultants listed in the Annual Consultant Services Contracts Summary (Exhibit 1) using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (an exemplar contract form is attached as Exhibit 2); and
2. Authorize the Director of Airports, or his designee, to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by your committee, and for up to \$200,000 each work order for other services.

- G. Subject: Receive and File an Update on Current Part 150 Noise Compatibility Studies for Camarillo and Oxnard Airports (Page 97)**

Recommendation:

Receive and file an update on current Part 150 airport noise compatibility studies for Camarillo and Oxnard Airports

H. Subject: Receive and File a Staff Update Regarding Fly Friendly VC

Progress Report (Pages 98-99)

Recommendation:

Receive and file a staff update regarding Fly Friendly VC Progress Report

I. Subject: Receive and File a Presentation on the Wings Over Camarillo Air Show at Camarillo Airport (Pages 100-101)

Recommendation:

Receive and file a presentation on the Wings Over Camarillo Air Show taking place on August 19-20, 2023, at Camarillo Airport.

7. DIRECTOR'S REPORT

8. REPORTS

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. (Pages 102-137)

- Monthly Activity Report – April, May 2023
- Monthly Noise Complaints – April, May 2023
- Consultant Reports (Coffman Associates) – April, May 2023
- Consultant Reports (Jviation – Camarillo Airport) – April, May 2023
- Consultant Reports (Jviation – Oxnard Airport) – April, May 2023
- Consultant Reports (Mead & Hunt) – April 2023
- Consultant Reports (Mead & Hunt) – May, June 2023
- Airport Tenant Projects – July 2023
- Project Status Report – April 2023
- Financial Statements Third Quarter – FY 2023/2024
- Meeting Calendar

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. (Pages 138-155)

Letter to customer dated April 18, 2023, from Lease Manager Madeline Herrle re: Public Records Request with estimate for public records request

Department of Airports Announcement dated April 25, 2023, re: Ventura County Department of Airports Undergoes Taxiway Reconstruction, Addresses Concerns Related to the Project

Letter to customer dated May 1, 2023, from Lease Manager Madeline Herrle re: Notice of Rent Adjustment June 1, 2023

Letter to customer dated May 1, 2023, from Lease Manager Madeline Herrle re: Letter of Credit Number S100410, Amendment Number 001 dated April 14, 2023 Golden West Terminals

Letter to Top Flight Aviation dated May 11, 2023 from Communications & Engagement Officer Jannette Jauregui re: Camarillo Airport Hours of Operation Departures Between 12:00 a.m. and 5:00 a.m.

Letter to customer dated May 14, 2023, from Lease Manager Madeline Herrle re: FAA MOA No. 690EG4-20-L-00090 CMA – Camarillo Airport, Camarillo California

Letter to 24/7 Jet, Inc., dated May 29, 2023, from Communications & Engagement Officer Jannette Jauregui re: Camarillo Hours of Operation

Letter to Director of Ventura County Animal Services, Jackie Rose, dated June 1, 2023, from Deputy Director, Dave Nafie re: Clear the Shelter Event – August 26, 2023

Letter to Director of Ventura County Animal Services, Jackie Rose, dated June 1, 2023, from Deputy Director, Dave Nafie re: Modification to side yard area at NWC of Aviation Drive and Convair Street (with attachment)

Letter to Ryan Smith, Senior Real Estate Officer, dated June 1, 2023, from Lease Manager Madeline Herrle re File no. 6375-001 Department of Food & Agriculture 295 Durley Ave, Suites A & B, Camarillo CA 93010 – Notice of Lease Termination

Letter to Channel Islands Aviation, Inc., dated June 11, 2023, from Communications & Engagement Officer Jannette Jauregui re: Camarillo Hours of Operation Departures Between 12:00 a.m. and 5:00 a.m.

Letter to President – Board of Directors – NAMI Ventura County dated June 13, 2023, from Lease Manager Madeline Herrle re: Early Lease Termination – Camarillo Office

Article dated June 17, 2023, from Camarillo Acorn re: Airports Set Second Phase of Noise Study

Letter to pilot with registration pending dated June 23, 2023, from Communications & Engagement Officer Janette Jauregui re: Camarillo Hours of Operation Departures Between 12:00 a.m. and 5:00 a.m.

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

11. ADJOURNMENT

The next regular Authority meeting will be on **Thursday, August 10, 2023, at 6:30 p.m.** in the Department of Airports Administration Office Conference Room, 555 Airport Way, Suite B, Camarillo, California.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT DENISE ARREOLA 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/81149755355?pwd=VTJwRnZxTU1nS0hRN3BaMFg1dmJuZz09>

Webinar ID: 811 4975 5355
Passcode: 938020
Phone Number: 1-669-444-9171

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.

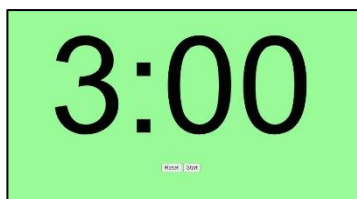
Telephone: You may observe the meeting via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to the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



CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

MINUTES

May 11, 2023

1. CALL to ORDER and PLEDGE of ALLEGIANCE

CAA Chair, Scott Barer, called the meeting to order at 6:35 p.m. and lead the pledge of allegiance.

2. ROLL CALL

CAA PRESENT

Kelly Long
Vianey Lopez
Susan Santangelo
Martita Martinez-Bravo
Scott Barer

CAA ABSENT

OAA PRESENT

Kelly Long
Vianey Lopez
Bert Perello
Gabe Teran
Eugene Fussell

OAA ABSENT

Excused (E)

Late (L)

Alternate (Alt)

AIRPORT STAFF

Keith Freitas, Director
Dave Nafie, Deputy Director
Erin Powers, Projects Administrator
Jamal Ghazaleh, Fiscal Manager
Madeline Herrle, Lease Manager

COUNTY STAFF

None.

3. AGENDA REVIEW

No changes to the agenda.

4. APPROVAL OF MINUTES – March 9, 2023

Camarillo Airport Authority: Mayor Susan Santangelo moved to approve the March 9, 2023 meeting minutes and Councilmember Martita Martinez-Bravo seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

Oxnard Airport Authority: Councilmember Bert Perello moved to approve the March 9, 2023 meeting minutes and Councilmember Gabe Teran seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

5. PUBLIC COMMENT PERIOD

Public comments heard.

6. NEW BUSINESS

CAMARILLO AIRPORT AUTHORITY

A. Subject: Authorization for the Director of Airports or Designee to Terminate the Month-to-Month Lease with the State of California, Department of Food and Agriculture at 295 Durley Ave., Camarillo, CA.

Recommendation:

Authorize the Director of Airports or his designee to terminate the month-to-month lease with the State of California, Department of Food and Agriculture at 295 Durley Avenue, Camarillo (Exhibit 1).

Action: Supervisor Kelly Long moved to approve staff's recommendation and chair Scott Barer seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

B. Subject: Receive and File a Staff Update Regarding the Camarillo Airport Layout Plan Update. (ALP Update)

Recommendation:

Staff requests that your Commission/Authority receive and file a staff presentation on the progress of the ALP Update for Camarillo Airport.

Action: Mayor Susan Santangelo moved to receive and file the staff report and Councilmember Martita Martinez-Bravo seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

C. Subject: Approval of, and Authorization for the Director of Airports or His Designee to Sign, Amendment No. 1 to the Consulting Services Contract for the Camarillo Airport Part 150 Noise Compatibility Study with Coffman Associates, Inc., Increasing the Total Amount of the Contract by \$35,000 to \$805,943, and Increasing the Airport's Cost Share of the Contract from \$42,402 to \$77,402.

Recommendation:

Staff requests that your Board: Approve, and authorize the Director of Airports or his designee to sign, Amendment No. 1 to the Consulting Services Contract with Coffman Associates, Inc., for the Camarillo Airport Part 150 Noise Compatibility Study, increasing the total amount of the contract by \$35,000 to \$805,943, and Increasing the Airport's Cost Share of the Contract from \$42,402 to \$77,402 (Exhibit 1).

Action: Supervisor Kelly Long moved to approve the staff's recommendation and Supervisor Vianey Lopez seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

OXNARD AIRPORT AUTHORITY

D. Subject: Approval of, and Authorization for the Director of Airports or His Designee to Sign, Amendment No. 1 to the Consulting Services Contract for the Oxnard Airport Part 150 Noise Compatibility Study with Coffman Associates, Inc., Increasing the Total Amount of the Contract by \$35,000 to \$805,943, and Increasing the Airport's Cost Share of the Contract from \$42,402 to \$77,402.

Recommendation:

Staff requests that your Board: Approve, and authorize the Director of Airports or his designee to sign, Amendment No. 1 to the Consulting Services Contract with Coffman Associates, Inc., for the Oxnard Airport Part 150 Noise Compatibility Study, increasing the total amount of the contract by \$35,000 to \$805,943, and Increasing the Airport's Cost Share of the Contract from \$42,402 to \$77,402 (Exhibit 1).

Action: Councilmember Gabe Teran moved to approve the staff's recommendation. Councilmember Bert Perello seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

CAMARILLO and OXNARD AIRPORT AUTHORITY

E. Subject: Receive and File a staff Update Regarding the Camarillo and Oxnard FAR Part 150 Noise Compatibility Studies

Recommendations:

Staff requests that your Commission/Authority receive and file a staff presentation on the progress of the FAR Part 150 Noise Compatibility Studies for Camarillo and Oxnard Airports.

Camarillo Airport Authority: Chair Scott Barer moved to receive and file the motion and Councilmember Martita Martinez-Bravo seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

Oxnard Airport Authority: Supervisor Vianey Lopez moved to receive and file the motion and Councilmember Gabe Teran seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

F. Subject: Approval of the Department of Airports' Fiscal Year 2023-24 Rent and Fee Schedule, Effective July 1, 2023; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Termination Notices, and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule.

Recommendations:

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

1. Approve the Department of Airports' ("Department") FY 2023-24 Rent and Fee Schedule (Exhibit 1 is a clean version and Exhibit 2 is a legislative version with track changes), with an effective date of July 1, 2023; and
2. Authorize the County Executive Officer and the Director of Airports to execute certain leases, subleases, licenses, permits, special use/activity permits, operation agreements, extensions, amendments, consents, termination notices, and unlawful detainer complaints as described in section III of the attached resolution (pages 31-38 of Exhibit 1); and
3. Approve, adopt, and execute the resolution (pages 31-38 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.

Camarillo Airport Authority: After discussion, Mayor Susan Santangelo moved to approve the staff's recommendation and Chair Scott Barer seconded the motion. All members voted and the motion passed, with discretionary language added as to disabled aircrafts, 4-0 and one abstention from Chair Scott Barer.

Oxnard Airport Authority: After discussion, Councilmember Bert Perello moved to approve the staff's recommendation and Councilmember Gabe Teran seconded the motion. All members voted and the motion passed, with discretionary language added as to disabled aircrafts, 4-0 and one abstention from Chair Eugene Fussell.

G. Subject: Review of Fiscal Year 2023-24 Proposed Budget.

Recommendation:

Staff requests that your Commission and Authorities review and comment on the Department of Airports (DOA) proposed FY 2023-24 budget for Camarillo and Oxnard Airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

Camarillo Airport Authority: Supervisor Kelly Long moved to approve staff's recommendation and Mayor Susan Santangelo seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

Oxnard Airport Authority: Councilmember Gabe Teran moved to approve staff's recommendation and Councilmember Bert Perello seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

H. Subject: Approval of the Five-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports or Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 2023 and 2024 Outlined in the CIP upon Notification from the Federal Aviation Administration and the California Department of Transportation Aeronautics Program That Funds Are Available; Supervisorial District Nos. 3 and 5.

Recommendations:

1. Approve the five-year capital improvement plan (CIP) for Camarillo and Oxnard Airports (Exhibit 1); and
2. Authorize the Director of Airports or his designee, to apply for grants to fund the projects scheduled for federal fiscal years (FFY) 2023 and 2024 outlined in the CIP upon notification from the Federal Aviation Administration (FAA) and the California Department of Transportation Aeronautics Program (Caltrans) that funds are available.

Camarillo Airport Authority: Councilmember Martita Martinez-Bravo moved to approve staff's recommendation and Mayor Susan Santangelo seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

Oxnard Airport Authority: Councilmember Bert Perello moved approve staff's recommendation and Supervisor Vianey Lopez seconded the motion. All members voted in favor and the motion passed unanimously 5-0.

7. DIRECTOR'S REPORT

- After over 18-Months out of service, the self-serve fuel island is back in service at Avex Aviation.
- Appreciation and special thanks to Barbara Filkins, who was gracious enough to do 9 touch-and-go flight tracks after concerns raised in flight tracking system of new VNOM's. All 9 on target and verified by Director, Keith Freitas and PIO, Janette Jauregui.
- Special acknowledgement to Eric Nelson for working with Barb Filkins to develop a new Fly Friendly VC Flight video. The video will provide pilot perspective when flying our recommended touch and go flight tracks and will also be viewable on the Airport website. More information to follow.
- Cloud-9 Hanger near Las Posas Road is in its final stages of completion and will have their first operational tenant in June of 2023.
- Golden West Aviation recognized for officially selling unleaded aviation fuel at the Oxnard Airport.
- Recognition to the Airport maintenance team for completing 3 safety upgrades to the fuel farm at Camarillo Airport that include new fencing, K-rails, and lighting.
- Recognition to Councilmembers Bert Perello and Gabe Teran for working with the Airport staff in addressing the complaints from Oxnard resident regarding the noise and stockpiling of soil at the project to reconstruct taxiway connectors A-E. Airport staff continues to work with contractors to reduce the noise and keep majority of operation at night. State Water Board has advised soil must be tested before being hauled off.
- Recognition to Supervisors Kelly Long and Vianey Lopez and their partnership with Regional Defense Partnership for the 21st Century (RDP-21) at the Washington D.C. meet in March.
- The progression of private hanger inspections continues with 224 inspections completed and transitioned from a month-to-month to 20-year leases. 35 private hanger inspections remain.

Directors Reports were received and filed.

8. REPORTS

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 – February, March 2023
Monthly Noise Complaints – February, March 2023
Consultant Reports (Coffman Associates) – February, March 2023
Consultant Reports (Jviation – Camarillo Airport) – February, March 2023
Consultant Reports (Jviation – Oxnard Airport) – February, March 2023
Consultant Reports (Mead & Hunt) – February, March 2023
Airport Tenant Project Status – April 2023
Project Status – April 2023

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.

Article dated March 23, 2023 from VC Star re: Oxnard residents voice airport noise complaints.

Letter dated March 24, 2023 to Granite Construction providing Notice to Proceed on Oxnard Taxiway connectors A-E.

Event summary from Oxnard Chapter of EAA promoting a Young Eagles Rally at Oxnard Airport on March 25, 2023.

Press Release dated March 29, 2023 from AVEX re: AVEX hosts Aircraft Safety Seminar at CMA – March 29, 2023. Department of Airports.

Advertisement for the ALP Update Public Information Workshop held on April 18 at the Camarillo Public Library.

Press Release from Department of Airports re: OXR Taxiway Construction, addressing concerns.

Article from Camarillo Acorn re: Officials ground airport disinformation.

Correspondence was received and filed.

10. AUTHORITY COMMENTS

Supervisor Vianey Lopez provides a friendly reminder of the Young Eagles Rally on June 17, 2023 from 12:00 p.m. to 4:00 p.m. at the Oxnard Airport. Those interested can sign up

ahead of time. Supervisor Lopez thanked Airport staff for their engagement in the community.

Supervisor Kelly Long passes a message from Bill Thomas that Wings of Camarillo is August 19-20, 2023. Bill Thomas shares his gratitude to all the volunteers, businesses and staff that work the event. Some highlights will be an FA 18-E Super Hornet Demo, 70th year of the end of the Korean Conflict, and Royce Williams, U.S. Navy Aviator will be retired as U.S. Marshall.

Chair Eugene Fussell gave a special thanks to Barb Filkins for all her work in the airport community. Chair Fussell continued by giving additional thanks to Directors and airport staff for the overall improvement at the airports.

Councilmember Marita Martinez-Bravo extends her gratefulness to the Directors and airport staff, especially Keith Freitas and all the directors that presented a thorough, but time efficient presentation.

Councilmember Gabe Teran gave thanks to Keith Freitas and airport staff for swiftly addressing the concerns of Oxnard residents regarding noise, stockpiling of soil, and installing new fencing at the project to reconstruct taxiway connectors A-E.

Councilmember Gabe Teran gave a special acknowledgement to all mothers, and to those in mother-figure roles and wished them a Happy Mother's Day.

Councilmember Bert Perello proposes to Chair Scott Barer to adjourn the meeting by honoring the victims of the Point Mugu crash.

11. ADJOURNMENT

There being no further business, the May 11, 2023, meeting of the Camarillo Airport Authority and Oxnard Airport Authority was adjourned in honor of the Point Mugu crash victims by CAA Chair, Scott Barer, at 8:48 p.m.

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



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

July 13, 2023

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

Subject: Receive and File an Update on Current Airport Layout Plan (ALP)
Update for Camarillo Airport

Recommendation:

Receive and file an update on the current ALP Update for Camarillo Airport

Discussion:

The Airport is working with Coffman Associates and stakeholders to update its Camarillo Airport Layout Plan which has been partially funded by the Federal Aviation Administration (FAA). Staff will share outreach efforts to date and any recent informational developments.

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

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

July 13, 2023

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 Third Amendment to Lease with Airport Properties Limited, LLC for Development of a Hangar Complex at the Camarillo Airport**

Recommendation:

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

Authorize the Director of Airports or his designee to sign, the attached Third Amendment to Lease with Airport Properties Limited, LLC (APL) for development of a hangar complex at the Camarillo Airport (Exhibit 1).

Fiscal/Mandates Impact:

Reduction in budgeted monthly rent of \$5,654.00 for option property "I", increase in overall annual rent for surveyed properties of \$41,480.

Discussion:

APL signed a 30-year lease on June 19, 2001, for the development of a multi-building hangar complex on approximately 3.3 acres at the Camarillo Airport. The lease, which has been amended twice, gave APL the right to extend for 10 years and the option to lease and develop additional parcels (the "option properties").

A number of lease disputes have arisen over the years. These disputes have centered mostly on the precise boundaries of APL's leased premises and APL's rights with regard to the option properties, which have not been developed at the pace the County originally hoped for. APL's 2019 lawsuit regarding the option properties resolved one dispute in APL's favor, but boundary issues continue, including APL's ability to maintain underground utilities APL installed.

APL and the County have negotiated a lease amendment (Exhibit 1) that will resolve these issues and improve the pace of APL's development. Key elements of the amendment include:

- Better defining the boundaries of the leased premises;
- Clarifying APL's right to access and use various areas adjoining the premises;
- Resolving a lingering dispute from APL's 2019 lawsuit regarding APL's exercise of options "under protest";
- Modifying the boundaries of the remaining option properties;
- Shortening the time for APL to exercise options and to develop the remaining option properties; and
- Allowing APL, on the remaining option properties, to provide aeronautical services beyond aircraft storage.

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



KEITH FREITAS
Director of Airports

Attachment:

Exhibit 1 – Third Amendment to Lease

**County of Ventura
Department of Airports
Third Amendment to Lease
Airport Properties Limited, LLC**

This Third Amendment to Lease ("Third Amendment") is entered into by and between the County of Ventura, acting by and through its Department of Airports ("County") and Airport Properties Limited, LLC, a California limited liability company ("Tenant") and is made effective May __, 2023 (the "Effective Date"). County and Tenant are sometimes referred to herein collectively as the "Parties" and each individually is a "Party."

RECITALS

- A. County and Tenant entered into: (i) a Lease dated June 19, 2001 (the "Original Lease") for Tenant's lease of the Initial Premises (as defined in the Original Lease) and Option Properties (as defined and particularly described in the First Amendment); (ii) a First Amendment to the Original Lease dated February 3, 2015 (the "First Amendment"); and (iii) a Second Amendment to the Original Lease dated July 25, 2017 (the "Second Amendment"). The Original Lease, First Amendment, and Second Amendment are referred to collectively herein as the "Lease."
- B. Tenant has exercised its option to lease Option Properties 1, 2, and 7, on April 5, 2016, September 17, 2018, and August 22, 2017, respectively. Tenant also, on June 12, 2019, exercised its option to lease Option Properties 3 and 4, under protest. On September 28, 2021, County allowed Tenant to rescind its exercise of the option to lease Option Property 4.
- C. By this Third Amendment, the Parties desire to better define the Premises; to rescind Tenant's exercise of the option to lease Option Property 3; to agree that no rent will be refunded for Tenant's temporary lease of Option Property 4; to modify the Lease's exhibits; to define Tenant's right to access and use various areas adjoining the Premises; to modify the boundaries of Option Properties for which Tenant has not yet exercised its options; to modify various terms, methods, and restrictions relating to Tenant's future exercise of options; and to amend certain other provisions of the Lease, as set forth below.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Rescission of Exercise of Option on Option Property 3.** As part of the consideration for the amendments to the Lease provided in this Third Amendment, upon the Effective Date of this Third Amendment, Tenant's exercise of its option on Option Property 3 is hereby rescinded, Option Property 3 is removed from the Premises, and all Tenant's rights and

duties with regard to Option Property 3, with the exception of Tenant's rights to exercise the option to lease Option Property 3 in the future, are terminated. Tenant's duty to pay rent on Option Property 3 is terminated effective on the first day of the month of the Effective Date of this Third Amendment. Tenant is not entitled to, and County need not pay to Tenant, any refund of rent or other consideration paid to County up to and including the Effective Date of this Third Amendment. Tenant's continuing option rights with regard to Option Property 3 are as described elsewhere in this Third Amendment.

2. **Rent Paid on Option Property 4.** Due to the rescission of Tenant's exercise of the option on Option Property 4, the Parties agree that Tenant is not entitled to, and County need not pay to Tenant, any refund of rent or other consideration paid to County up to and including the Effective Date of this Third Amendment. Tenant's continuing option rights with regard to Option Property 4 are as described elsewhere in this Third Amendment.
3. **Exhibits Modified.** Exhibits A-1 and A-2 to the First Amendment are deleted in their entirety and replaced with Exhibit A, attached hereto and incorporated by this reference.
4. **Amendment of Paragraph 1 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 1 of the Lease is deleted and replaced in its entirety with the following:

1. **PROPERTY LEASED.** County hereby leases to Tenant the Premises, located at the Camarillo Airport ("Airport").

"Premises" means and includes the Initial Premises and any Option Property for which Tenant has duly exercised an option, as further described below and as depicted in Exhibit A.

- a. "Initial Premises" means and includes only those areas depicted on Exhibit A as "ABC Lease Area" and "DEF Lease Area" and encompasses Hangar Buildings A, B, C, D, E, and F.
- b. ABC Lease Area encompasses Hangar Buildings A, B, and C; its area is 113,118 square feet; and its western boundary follows the building edge of Hangar Buildings A, B, and C as of the Effective Date of this Third Amendment.
- c. DEF Lease Area encompasses Hangar Buildings D, E, and F; its area is 110,261 square feet; its western boundary follows the west building edge of Hangar Building D as of the Effective Date of this Third Amendment; its northern boundary is 25 feet to the north of the northernmost end of Hangar Buildings D, E, and F as of the Effective Date of this Third Amendment.
- d. The "Northern Boundary Premises" includes that area depicted on Exhibit A as extending 25 feet to the north of the northernmost end of Hangar Buildings D, E, and F and extends eastward as described below.
- e. "Option Property 1" means and includes only that area depicted on Exhibit A as "Option Property 1"; it encompasses Hangar Building G; its area is 74,393 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.

- f. “Option Property 2” means and includes only that area depicted on Exhibit A as “Option Property 2”; it encompasses Hangar Building H; its area is 75,637 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.
- g. “Option Property 3” means and includes only that area depicted on Exhibit A as “Option Property 3”; when developed, it will encompass Hangar Building I; its area is 75,668 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.
- h. “Option Property 4” means and includes only that area depicted on Exhibit A as “Option Property 4”; when developed, it will encompass Hangar Building J; its area is 72,098 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.
- i. There is no Option Property 5.
- j. “Option Property 6” means and includes only that area depicted on Exhibit A as “Option Property 6”; when developed, it will encompass Hangar Building K; its area is 28,612 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.
- k. “Option Property 7” means and includes only that area depicted on Exhibit A as “Option Property 7”; it encompasses Hangar Building M; its area is 24720 square feet.
- l. “Option Property 8” means and includes only that area depicted on Exhibit A as “Option Property 8”; when developed, it will encompass Hangar Building L; its area is 29,662 square feet.
- m. Option Properties 3, 4, 6, and 8 together comprise the “New Option Properties” and Option Properties 1, 2, and 7 comprise the “Original Option Properties.”
- n. “Loading and Refueling Area” means that area depicted on Exhibit A as extending 25 feet to the north of the northernmost edge of the Northern Boundary Premises on every Option Property on which Tenant has exercised its option. The Premises do not include, but Tenant has the nonexclusive right to use, the Loading and Refueling Area for the temporary loading and refueling of aircraft, provided Tenant’s use does not unreasonably interfere with County’s or other Airport users’ ability to also use such area.
- o. “Western Boundary Area” means that area depicted on Exhibit A as extending 25 feet west from the westernmost boundary of the Initial Premises. The Premises do not include, but Tenant has the nonexclusive right to use, the Western Boundary Area for vehicle access, ingress, egress, and maintenance of Tenant’s facilities and utilities within or adjoining the Western Boundary Area, provided Tenant’s use does not unreasonably interfere with County’s or other Airport users’ ability to also use such area.
- p. “Alert Taxiway Area” means that area depicted on Exhibit A as lying generally north and east of the ABC Lease Area, south of the DEF Lease Area, and east of Option Property 7, excluding any area on which a County or third-party hangar exists as of the Effective Date of the Third Amendment. The Premises do not include, but Tenant has the nonexclusive right to use, the Alert Taxiway Area for vehicle access, ingress, egress, and maintenance of Tenant’s facilities and utilities within or adjoining the Alert Taxiway Area, provided Tenant’s use does not unreasonably interfere with

County's or other Airport users' ability to also use either such area or a County or third-party hangar adjacent to such area.

5. **Amendment of Paragraph 2 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 2 of the Lease is deleted and replaced in its entirety with the following:

2. **TERM.** The term of this Agreement, for the Initial Premises only, is 30 years, commencing on July 1, 2001, and terminating on June 30, 2031 (the "Initial Premises Initial Term").

The initial term for each of the Original Option Properties is approximately 31 years, as further specified in this Paragraph 2 (the "Original Option Property Initial Term"). The Original Option Property Initial Term for Option Property 1 commenced on June 4, 2016, and terminates on June 4, 2046. The Original Option Property Initial Term for Option Property 2 commenced on November 16, 2018, and terminates on September 30, 2049. The Original Option Property Initial Term for Option Property 7 commenced on October 21, 2017, and terminates on August 31, 2048.

The term for every New Option Property is 40 years, commencing immediately on the date Tenant exercises its option on that New Option Property (the "New Option Property Term").

6. **Amendment of Paragraph 4 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 4 of the Lease is deleted and replaced in its entirety as follows:

4. **REVERSION OF IMPROVEMENTS.** Ownership of all real property improvements and fixtures located on the Initial Premises will revert to County upon the expiration of the Initial Premises Initial Term, unless Tenant exercises a Ten Year Option (as defined below), in which case ownership of all real property improvements and fixtures located on the Initial Premises will revert to County upon the expiration of the Ten Year Option Period.

Ownership of all real property improvements and fixtures located on each Original Option Property will revert to County upon the expiration of the applicable Original Option Property Initial Term unless Tenant exercises a Nine Year Option (as defined below), in which case ownership of all real property improvements and fixtures located on the applicable Original Option Property will revert to County upon the expiration of the Nine Year Option Period.

Ownership of all real property improvements and fixtures located on each New Option Property will revert to County upon the expiration of the applicable New Option Property Term.

7. **Amendment of Paragraph 5 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 5 of the Lease is amended as follows:

Paragraph 5.A of the Lease is deleted and replaced in its entirety as follows:

A. Option to Lease Additional Property. County grants to Tenant an option to lease seven additional areas of real property owned by County, each designated as an “Option Property” and collectively the “Option Properties,” as described elsewhere in this Agreement and depicted on Exhibit A as Option Properties 1, 2, 3, 4, 6, 7, and 8. Tenant may, in its sole discretion, determine the order in which Tenant exercises its options on the New Option Properties, except that Tenant may not exercise its option on Option Property 4 unless Tenant has also, either at the same time or previously, exercised its option on Option Property 8. On each Option Property for which Tenant duly exercises its option, Tenant must construct an individual Hangar Building and the associated taxilane/taxiway and ramp within the area of such Option Property as depicted in Exhibit A. No north-facing hangar built on either Option Property 3 or Option Property 4 may be wider, in the east-west axis, than any north-facing hangar existing on Option Property 1 or Option Property 2 as of the Effective Date of this Third Amendment. The size and configuration of Hangar Buildings to be built on a New Option Property is subject to County’s written approval, which will not be unreasonably delayed or denied. Tenant may not occupy or improve an Option Property, in any manner, until Tenant has duly exercised the option on that Option Property.

Paragraph 5.B.4 of the Lease is deleted and replaced in its entirety as follows:

4. Tenant must exercise its option on all New Option Properties within seven years of the Effective Date of this Third Amendment (the “Option Exercise Deadline”). The Option Exercise Deadline applies to every New Option Property. If Tenant fails to exercise its option on a New Option Property, in the manner provided in this Agreement, before the Option Exercise Deadline, Tenant forfeits all rights and privileges with regard to that option for that New Option Property, and that option terminates automatically and immediately, without further notice or action by County, as of the Option Exercise Deadline.

Paragraph 5.B.5 is added to the Lease, immediately after Paragraph 5.B.4, as follows:

5. On every New Option Property on which Tenant has exercised its option, Tenant must complete construction within 30 months after the date Tenant exercised the option on that New Option Property (the “Construction Deadline Date”). The Construction Deadline Date will be extended as provided by Paragraph 61 of the Lease, regarding Force Majeure. If Tenant fails to complete construction on a New Option Property by the Construction Deadline Date, as the sole remedy of County for such failure to complete construction as of the Construction Deadline Date, Tenant must either: (a) commence payment of full rent for that New Option Property, as provided in Paragraph 10 of this Agreement, on the first day of the calendar month immediately following the Construction Deadline Date (and Tenant may thereafter continue to complete construction); or (b) within 90 calendar days after the Construction Deadline Date,

permanently and irrevocably terminate all leasehold and option rights for that New Option Property, and at Tenant's own expense remove all improvements built to date and restore the New Option Property to its condition at the time Tenant exercised its option on that New Option Property, in which case that New Option Property will be removed from the Premises; Tenant will have no further rights or duties with respect to that New Option Property; and Tenant will not be entitled to refund of, and County need not pay to Tenant, any rent or other consideration Tenant paid before the Construction Deadline Date. For each New Option Property on which Tenant has exercised its option but on which Tenant does not complete construction by the Construction Deadline Date, Tenant must select either option (a) or option (b) in the previous sentence, by written notice to County no later than 90 calendar days after the Construction Deadline Date. In the event Tenant fails to select either option (a) or option (b) as provided herein: (i) all of Tenant's leasehold and option rights for that New Option Property will terminate automatically and immediately, without further notice or action by County, as of the 91st calendar day after the Construction Deadline Date; (ii) Tenant must, at its own expense, remove all improvements built to date on that New Option Property and restore that New Option Property to its condition at the time Tenant exercised its option on that New Option Property; and (iii) Tenant is not entitled to, and County need not pay to Tenant, any refund of rent or other consideration paid to County up to and including the Construction Deadline Date.

Paragraph 5.C of the Lease is deleted and replaced in its entirety as follows:

C. Options to Extend. Tenant has separate options (each a "Ten Year Option") to extend the Initial Premises Initial Term for one period of 10 years (the "Ten Year Option Period"). The Ten Year Option Period for the Initial Premises will commence upon the expiration of the Initial Premises Initial Term. To exercise a Ten Year Option, Tenant must give County written notice of such exercise no less than 12 months before the expiration of the Initial Premises Initial Term or the applicable Original Option Property Initial Term, as applicable. During the Ten Year Option Period on the Initial Premises, if exercised by Tenant, Tenant must continue to repair and maintain the Initial Premises as required under Paragraph 26 of the Lease, and upon expiration of that Ten Year Option Period, Tenant must deliver to County the Initial Premises in the condition required by Paragraph 47 of the Lease.

Tenant has separate options (each a "Nine Year Option") to extend each Original Option Property Initial Term for one period of nine years (the "Nine Year Option Period"). The Nine Year Option Period for the Original Option Properties will commence upon the expiration of the Original Option Properties Initial Term. During the Nine Year Option Period on an Original Option Property, Tenant must continue to repair and maintain only the Hangar Buildings and associated above-ground structures in their entirety as required under Paragraph 26 of the Lease and, upon expiration of that applicable Nine Year Option Period of an Original Option Property, Tenant must deliver to County the Hangar Buildings and associated above-ground structures in their entirety, in the condition required under Paragraph 47 of the Lease.

Tenant does not have an option to extend the New Option Property Term on any New Option Property.

Paragraph 5.D of the Lease is deleted and replaced in its entirety as follows:

D. Conditions to Ten Year Options and Nine Year Options. The following conditions shall apply to Tenant's exercise of any Ten Year Option or Nine Year Option, as applicable:

1. Tenant shall be in full compliance with all the material terms and conditions of this Agreement and shall have made all rent payments as of the date of the applicable option exercise.
2. Rent payments for each Ten Year Option Period and each Nine Year Option Period will be determined pursuant to the provisions of Paragraph 10 of this Agreement.

8. **Amendment of Paragraph 8.D of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 8.D of the Lease is deleted and replaced in its entirety with the following:

D. Commercial Services. Tenant is hereby granted the nonexclusive privilege to engage in, and Tenant agrees to engage in, the business of providing aircraft storage hangars as a single service Aeronautical Service Provider ("ASP"), as further defined in the Airport Minimum Standards.

Tenant is also hereby granted the nonexclusive privilege, on only those New Option Properties on which Tenant has exercised its option, to operate as a Limited Service ASP, as further defined in the Airport Minimum Standards, at Tenant's option and upon County approval, which will not be unreasonably delayed or denied. If Tenant elects to operate as a Limited Service ASP on any New Option Property, Tenant, (including via any duly authorized subtenant), must comply with all provisions of the Airport Minimum Standards applicable to a Limited Service ASP, including, but not limited to, the provision requiring Tenant to provide at least two but no more than three aeronautical activities. Tenant must, before providing any commercial service via a subtenant, obtain prior written approval from County, including prior written consent for the sublease, which must identify the commercial service or services to be provided by that subtenant. Tenant must also obtain County's prior written approval before modifying, adding, or subtracting any commercial service to be provided by either Tenant or a duly authorized subtenant.

Before Tenant may develop one of its New Option Properties with the intent of offering services as a Limited Service ASP, Tenant must first receive all proper permits, environmental reviews, and County reviews and approvals for such commercial use required by law, regulation, standard, or policy, which will not be unreasonably delayed or denied.

Tenant acknowledges that no right or privilege has been granted which would operate to prevent or inhibit any other person, firm, or corporation from providing any of the commercial services authorized by this Agreement, and County agrees that it will not take any action which would prevent or inhibit Tenant's (including its subtenants') ability to provide all of the commercial services authorized by this Agreement.

Tenant must provide adequate facilities, to include restrooms, and parking for its customers, to the extent required by any applicable law or regulation.

9. **Amendment of Paragraph 10 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 10 of the Lease is amended as follows:

The final paragraph of Paragraph 10 (beginning with "Ground Rent" and ending with "improvements") is deleted and replaced in its entirety with the following:

Rent for any New Option Property for which Tenant has exercised its option will commence on the first day of the month following Tenant's exercise of the option and will be fixed at \$1,000 per month ("Construction Period Rent") until full rent, as determined by the then-current Rent and Fee Schedule, becomes due. Full rent for each New Option Property for which Tenant has exercised its option will commence on the earlier of the following: (i) the first day of the calendar month the issuance by the appropriate authority of a notice to occupy ("NTO") that New Option Property; or (ii) the first day of the calendar month following the Construction Deadline Date, unless Tenant terminates and vacates that New Option Property as provided by Paragraph 5.B.5. Rent for any of the Original Option Properties for which the Nine Year Option has been exercised shall be equal to the then-current rental rate for County Owned Hangars and improvements for office, ramp, hangar and storage, and adjusted according to the period (currently every five (5) years) as established by the Ventura County Board of Supervisors.

10. **Tenant's Right to Apply for and Obtain Permits Prior to Option Exercise; County Assistance.** Tenant shall have the right to apply for, submit, and seek approval of any and all environmental, grading, utilities, and building permits (collectively the "Permits") reasonably required for Tenant to construct Hangar Buildings, taxiways, paving, and other improvements on any New Option Properties, prior to the Tenant's exercise of any option for the applicable New Option Property. County's Department of Airports (and no other County of Ventura entity or agency) agrees to execute and provide to Tenant any and all authorizations and assignments of rights, and to provide to Tenant reasonably responsive assistance and information, which Tenant may require to apply for and obtain such Permits from any governmental agency other than the Department of Airports. County's Department of Airports must provide written conceptual design approval, which will not be unreasonably delayed or denied, of all plans for construction before the plans are submitted for approval to any other government agency. Upon Tenant's submittal of any construction plans to the County's Department of Airports (and no other County of Ventura entity or Agency), the Department of Airports will respond in writing with either conceptual design approval or

reasonable comments to such plans within 60 days after their submittal to the Department of Airports by Tenant. Regardless of the issuance or existence of any Permit, any County authorization or assignment of rights, or any assistance referred to in this paragraph, nothing in this paragraph gives Tenant any right to occupy or improve any New Option Property, in any manner, before Tenant has duly exercised the option on that New Option Property.

11. **Release of Tenant from any Pre-Effective-Date Rent Obligations.** County agrees that, as part of the consideration to Tenant for executing this Third Amendment, Tenant is released by County from any and all obligation to pay any allegedly unpaid Rent or any other payment obligations arising under the Lease prior to the Effective Date of this Third Amendment. Tenant hereby waives and releases County from: (a) any obligation to pay Tenant any refund of rent or other consideration paid by Tenant for Option Property 3 or Option Property 4 up to and including the Effective Date of this Third Amendment; and (b) all claims alleged in, related to, or arising from the same facts alleged in, the complaint filed by Tenant in Ventura County Superior Court case number 56-2023-00576290-CU-CO-VTA.
12. **Incorporation of Recitals; Original Lease Definitions.** The recitals set forth above are hereby incorporated into the body of this Agreement. Any capitalized terms used but not otherwise defined herein have the same meaning as set forth in the Lease.
13. **Lease Remains in Force; Conflicts.** Except as specifically amended and modified herein, all of the terms, conditions, rights, duties, and obligations of the Lease remain in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment govern and control.
14. **Counterparts; E-mail Transmission.** This Third Amendment may be executed in several counterparts, each of which will be deemed an original. Digital signatures or scanned executed agreements in PDF format sent by email transmission are as valid and binding as original signatures.

[SIGNATURES ONLY ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment effective as of the date first above written.

“COUNTY”

COUNTY OF VENTURA,
a political subdivision of the state of California

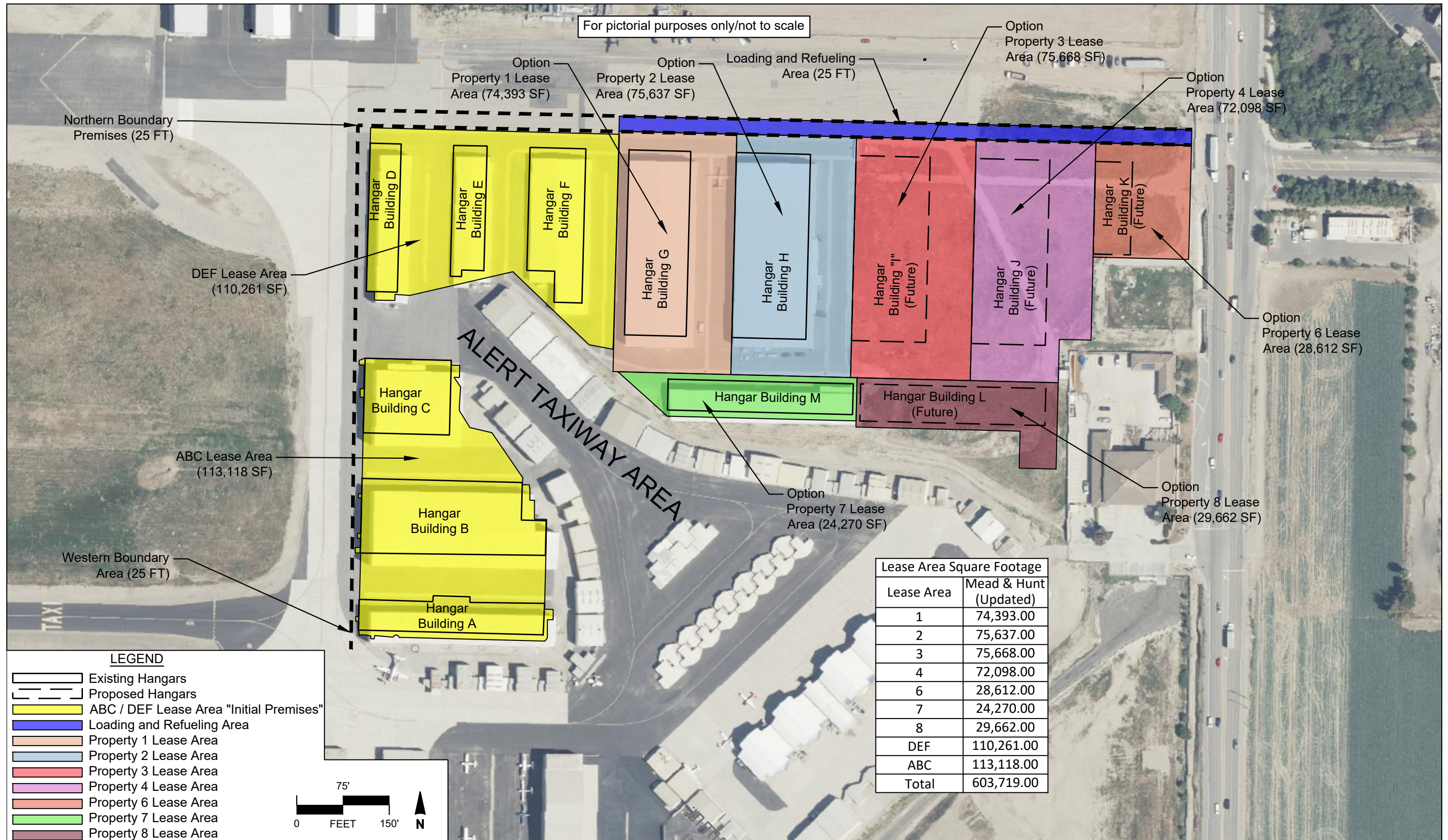
By: _____ Date: _____
Keith Freitas, Director

“TENANT”

AIRPORT PROPERTIES LIMITED, LLC,
A California limited liability company

By: _____ Date: _____
Gerald T. Alves, Manager

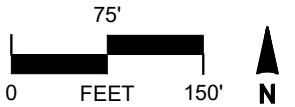
EXHIBIT A
SITE PLAN
(Attached)



Lease Area Square Footage	
Lease Area	Mead & Hunt (Updated)
1	74,393.00
2	75,637.00
3	75,668.00
4	72,098.00
6	28,612.00
7	24,270.00
8	29,662.00
DEF	110,261.00
ABC	113,118.00
Total	603,719.00

LEGEND

- Existing Hangars
- Proposed Hangars
- ABC / DEF Lease Area "Initial Premises"
- Loading and Refueling Area
- Property 1 Lease Area
- Property 2 Lease Area
- Property 3 Lease Area
- Property 4 Lease Area
- Property 6 Lease Area
- Property 7 Lease Area
- Property 8 Lease Area



DRAFT

**Camarillo Airport Authority and Oxnard Airport
Authority Meeting Agenda**

For

July 13, 2023



COUNTY of VENTURA

Revised Exhibit 1

Department of Airports

**Provided to the Camarillo Airport and Oxnard
Airport Authorities and added to the official record
on July 12, 2023**

**County of Ventura
Department of Airports
Third Amendment to Lease
Airport Properties Limited, LLC**

This Third Amendment to Lease ("Third Amendment") is entered into by and between the County of Ventura, acting by and through its Department of Airports ("County") and Airport Properties Limited, LLC, a California limited liability company ("Tenant") and is made effective July 1, 2023 (the "Effective Date"). County and Tenant are sometimes referred to herein collectively as the "Parties" and each individually is a "Party."

RECITALS

- A. County and Tenant entered into: (i) a Lease dated June 19, 2001 (the "Original Lease") for Tenant's lease of the Initial Premises (as defined in the Original Lease) and Option Properties (as defined and particularly described in the First Amendment); (ii) a First Amendment to the Original Lease dated February 3, 2015 (the "First Amendment"); and (iii) a Second Amendment to the Original Lease dated July 25, 2017 (the "Second Amendment"). The Original Lease, First Amendment, and Second Amendment are referred to collectively herein as the "Lease."
- B. Tenant has exercised its option to lease Option Properties 1, 2, and 7, on April 5, 2016, September 17, 2018, and August 22, 2017, respectively. Tenant also, on June 12, 2019, exercised its option to lease Option Properties 3 and 4, under protest. On September 28, 2021, County allowed Tenant to rescind its exercise of the option to lease Option Property 4.
- C. By this Third Amendment, the Parties desire to better define the Premises; to rescind Tenant's exercise of the option to lease Option Property 3; to agree that no rent will be refunded for Tenant's temporary lease of Option Property 4; to modify the Lease's exhibits; to define Tenant's right to access and use various areas adjoining the Premises; to modify the boundaries of Option Properties for which Tenant has not yet exercised its options; to modify various terms, methods, and restrictions relating to Tenant's future exercise of options; and to amend certain other provisions of the Lease, as set forth below.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Rescission of Exercise of Option on Option Property 3.** As part of the consideration for the amendments to the Lease provided in this Third Amendment, upon the Effective Date of this Third Amendment, Tenant's exercise of its option on Option Property 3 is hereby rescinded, Option Property 3 is removed from the Premises, and all Tenant's rights and

duties with regard to Option Property 3, with the exception of Tenant's rights to exercise the option to lease Option Property 3 in the future, are terminated. Tenant's duty to pay rent on Option Property 3 is terminated effective on the first day of the month of the Effective Date of this Third Amendment. Tenant is not entitled to, and County need not pay to Tenant, any refund of rent or other consideration paid to County up to and including the Effective Date of this Third Amendment. Tenant's continuing option rights with regard to Option Property 3 are as described elsewhere in this Third Amendment.

2. **Rent Paid on Option Property 4.** Due to the rescission of Tenant's exercise of the option on Option Property 4, the Parties agree that Tenant is not entitled to, and County need not pay to Tenant, any refund of rent or other consideration paid to County up to and including the Effective Date of this Third Amendment. Tenant's continuing option rights with regard to Option Property 4 are as described elsewhere in this Third Amendment.
3. **Exhibits Modified.** Exhibits A-1 and A-2 to the First Amendment are deleted in their entirety and replaced with Exhibit A, attached hereto and incorporated by this reference.
4. **Amendment of Paragraph 1 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 1 of the Lease is deleted and replaced in its entirety with the following:

1. **PROPERTY LEASED.** County hereby leases to Tenant the Premises, located at the Camarillo Airport ("Airport").

"Premises" means and includes the Initial Premises and any Option Property for which Tenant has duly exercised an option, as further described below and as depicted in Exhibit A.

- a. "Initial Premises" means and includes only those areas depicted on Exhibit A as "ABC Lease Area" and "DEF Lease Area" and encompasses Hangar Buildings A, B, C, D, E, and F.
- b. ABC Lease Area encompasses Hangar Buildings A, B, and C; its area is 113,118 square feet; and its western boundary follows the building edge of Hangar Buildings A, B, and C as of the Effective Date of this Third Amendment.
- c. DEF Lease Area encompasses Hangar Buildings D, E, and F; its area is 110,261 square feet; its western boundary follows the west building edge of Hangar Building D as of the Effective Date of this Third Amendment; its northern boundary is 25 feet to the north of the northernmost end of Hangar Buildings D, E, and F as of the Effective Date of this Third Amendment.
- d. The "Northern Boundary Premises" includes that area depicted on Exhibit A as extending 25 feet to the north of the northernmost end of Hangar Buildings D, E, and F and extends eastward as described below.
- e. "Option Property 1" means and includes only that area depicted on Exhibit A as "Option Property 1"; it encompasses Hangar Building G; its area is 74,393 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.

- f. "Option Property 2" means and includes only that area depicted on Exhibit A as "Option Property 2"; it encompasses Hangar Building H; its area is 75,637 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.
- g. "Option Property 3" means and includes only that area depicted on Exhibit A as "Option Property 3"; when developed, it will encompass Hangar Building I; its area is 75,668 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.
- h. "Option Property 4" means and includes only that area depicted on Exhibit A as "Option Property 4"; when developed, it will encompass Hangar Building J; its area is 72,098 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.
- i. There is no Option Property 5.
- j. "Option Property 6" means and includes only that area depicted on Exhibit A as "Option Property 6"; when developed, it will encompass Hangar Building K; its area is 28,612 square feet; it includes the area that is the eastward extension of the Northern Boundary Premises.
- k. "Option Property 7" means and includes only that area depicted on Exhibit A as "Option Property 7"; it encompasses Hangar Building M; its area is 24720 square feet.
- l. "Option Property 8" means and includes only that area depicted on Exhibit A as "Option Property 8"; when developed, it will encompass Hangar Building L; its area is 29,662 square feet.
- m. Option Properties 3, 4, 6, and 8 together comprise the "New Option Properties" and Option Properties 1, 2, and 7 comprise the "Original Option Properties."
- n. "Loading and Refueling Area" means that area depicted on Exhibit A as extending 25 feet to the north of the northernmost edge of the Northern Boundary Premises on every Option Property on which Tenant has exercised its option. The Premises do not include, but Tenant has the nonexclusive right to use, the Loading and Refueling Area for the temporary loading and refueling of aircraft, provided Tenant's use does not unreasonably interfere with County's or other Airport users' ability to also use such area.
- o. "Western Boundary Area" means that area depicted on Exhibit A as extending 25 feet west from the westernmost boundary of the Initial Premises. The Premises do not include, but Tenant has the nonexclusive right to use, the Western Boundary Area for vehicle access, ingress, egress, and maintenance of Tenant's facilities and utilities within or adjoining the Western Boundary Area, provided Tenant's use does not unreasonably interfere with County's or other Airport users' ability to also use such area.
- p. "Alert Taxiway Area" means that area depicted on Exhibit A as lying generally north and east of the ABC Lease Area, south of the DEF Lease Area, and east of Option Property 7, excluding any area on which a County or third-party hangar exists as of the Effective Date of the Third Amendment. The Premises do not include, but Tenant has the nonexclusive right to use, the Alert Taxiway Area for vehicle (including aircraft) access, ingress, and egress; temporary loading and refueling of aircraft; and maintenance of Tenant's facilities and utilities within or adjoining the Alert Taxiway

Area, provided Tenant's use does not unreasonably interfere with County's or other Airport users' ability to also use either such area or a County or third-party hangar adjacent to such area.

5. **Amendment of Paragraph 2 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 2 of the Lease is deleted and replaced in its entirety with the following:

2. **TERM.** The term of this Agreement, for the Initial Premises only, is 30 years, commencing on July 1, 2001, and terminating on June 30, 2031 (the "Initial Premises Initial Term").

The initial term for each of the Original Option Properties is approximately 31 years, as further specified in this Paragraph 2 (the "Original Option Property Initial Term"). The Original Option Property Initial Term for Option Property 1 commenced on June 4, 2016, and terminates on June 4, 2046. The Original Option Property Initial Term for Option Property 2 commenced on November 16, 2018, and terminates on September 30, 2049. The Original Option Property Initial Term for Option Property 7 commenced on October 21, 2017, and terminates on August 31, 2048.

The term for every New Option Property is 40 years, commencing immediately on the date Tenant exercises its option on that New Option Property (the "New Option Property Term").

6. **Amendment of Paragraph 4 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 4 of the Lease is deleted and replaced in its entirety as follows:

4. **REVERSION OF IMPROVEMENTS.** Ownership of all real property improvements and fixtures located on the Initial Premises will revert to County upon the expiration of the Initial Premises Initial Term, unless Tenant exercises a Ten Year Option (as defined below), in which case ownership of all real property improvements and fixtures located on the Initial Premises will revert to County upon the expiration of the Ten Year Option Period.

Ownership of all real property improvements and fixtures located on each Original Option Property will revert to County upon the expiration of the applicable Original Option Property Initial Term unless Tenant exercises a Nine Year Option (as defined below), in which case ownership of all real property improvements and fixtures located on the applicable Original Option Property will revert to County upon the expiration of the Nine Year Option Period.

Ownership of all real property improvements and fixtures located on each New Option Property will revert to County upon the expiration of the applicable New Option Property Term.

7. **Amendment of Paragraph 5 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 5 of the Lease is amended as follows:

Paragraph 5.A of the Lease is deleted and replaced in its entirety as follows:

A. Option to Lease Additional Property. County grants to Tenant an option to lease seven additional areas of real property owned by County, each designated as an “Option Property” and collectively the “Option Properties,” as described elsewhere in this Agreement and depicted on Exhibit A as Option Properties 1, 2, 3, 4, 6, 7, and 8. Tenant may, in its sole discretion, determine the order in which Tenant exercises its options on the New Option Properties, except that Tenant may not exercise its option on Option Property 4 unless Tenant has also, either at the same time or previously, exercised its option on Option Property 8. On each Option Property for which Tenant duly exercises its option, Tenant must construct an individual Hangar Building and the associated taxilane/taxiway and ramp within the area of such Option Property as depicted in Exhibit A. No north-facing hangar door on either Option Property 3 or Option Property 4 may exceed 80 feet in width, in the east-west axis. No north-facing hangar door on Option Property 6 may exceed 100 feet in width, in the east-west axis. The size and configuration of Hangar Buildings to be built on a New Option Property are subject to County’s written approval, which will not be unreasonably delayed or denied. Tenant may not occupy or improve an Option Property, in any manner, until Tenant has duly exercised the option on that Option Property.

Paragraph 5.B.4 of the Lease is deleted and replaced in its entirety as follows:

4. Tenant must exercise its option on all New Option Properties within seven years of the Effective Date of this Third Amendment (the “Option Exercise Deadline”). The Option Exercise Deadline applies to every New Option Property. If Tenant fails to exercise its option on a New Option Property, in the manner provided in this Agreement, before the Option Exercise Deadline, Tenant forfeits all rights and privileges with regard to that option for that New Option Property, and that option terminates automatically and immediately, without further notice or action by County, as of the Option Exercise Deadline.

Paragraph 5.B.5 is added to the Lease, immediately after Paragraph 5.B.4, as follows:

5. On every New Option Property on which Tenant has exercised its option, Tenant must complete construction within 30 months after the date Tenant exercised the option on that New Option Property (the “Construction Deadline Date”). The Construction Deadline Date will be extended as provided by Paragraph 61 of the Lease, regarding Force Majeure. If Tenant fails to complete construction on a New Option Property by the Construction Deadline Date, as the sole remedy of County for such failure to complete construction as of the Construction Deadline Date, Tenant must either: (a) commence payment of full rent for that New Option Property, as provided in Paragraph 10 of this Agreement, on the first day of the calendar month immediately following the Construction Deadline Date (and Tenant may thereafter continue to complete

construction); or (b) within 90 calendar days after the Construction Deadline Date, permanently and irrevocably terminate all leasehold and option rights for that New Option Property, and at Tenant's own expense remove all improvements built to date and restore the New Option Property to its condition at the time Tenant exercised its option on that New Option Property, in which case that New Option Property will be removed from the Premises; Tenant will have no further rights or duties with respect to that New Option Property; and Tenant will not be entitled to refund of, and County need not pay to Tenant, any rent or other consideration Tenant paid before the Construction Deadline Date. For each New Option Property on which Tenant has exercised its option but on which Tenant does not complete construction by the Construction Deadline Date, Tenant must select either option (a) or option (b) in the previous sentence, by written notice to County no later than 90 calendar days after the Construction Deadline Date. In the event Tenant fails to select either option (a) or option (b) as provided herein: (i) all of Tenant's leasehold and option rights for that New Option Property will terminate automatically and immediately, without further notice or action by County, as of the 91st calendar day after the Construction Deadline Date; (ii) Tenant must, at its own expense, remove all improvements built to date on that New Option Property and restore that New Option Property to its condition at the time Tenant exercised its option on that New Option Property; and (iii) Tenant is not entitled to, and County need not pay to Tenant, any refund of rent or other consideration paid to County up to and including the Construction Deadline Date.

Paragraph 5.C of the Lease is deleted and replaced in its entirety as follows:

C. Options to Extend. Tenant has separate options (each a "Ten Year Option") to extend the Initial Premises Initial Term for one period of 10 years (the "Ten Year Option Period"). The Ten Year Option Period for the Initial Premises will commence upon the expiration of the Initial Premises Initial Term. To exercise a Ten Year Option, Tenant must give County written notice of such exercise no less than 12 months before the expiration of the Initial Premises Initial Term or the applicable Original Option Property Initial Term, as applicable. During the Ten Year Option Period on the Initial Premises, if exercised by Tenant, Tenant must continue to repair and maintain the Initial Premises as required under Paragraph 26 of the Lease, and upon expiration of that Ten Year Option Period, Tenant must deliver to County the Initial Premises in the condition required by Paragraph 47 of the Lease.

Tenant has separate options (each a "Nine Year Option") to extend each Original Option Property Initial Term for one period of nine years (the "Nine Year Option Period"). The Nine Year Option Period for the Original Option Properties will commence upon the expiration of the Original Option Properties Initial Term. During the Nine Year Option Period on an Original Option Property, Tenant must continue to repair and maintain only the Hangar Buildings and associated above-ground structures in their entirety as required under Paragraph 26 of the Lease and, upon expiration of that applicable Nine Year Option Period of an Original Option Property, Tenant must deliver to County the Hangar Buildings and associated above-ground structures in their entirety, in the condition required under Paragraph 47 of the Lease.

Tenant does not have an option to extend the New Option Property Term on any New Option Property.

Paragraph 5.D of the Lease is deleted and replaced in its entirety as follows:

D. Conditions to Ten Year Options and Nine Year Options. The following conditions shall apply to Tenant's exercise of any Ten Year Option or Nine Year Option, as applicable:

1. Tenant shall be in full compliance with all the material terms and conditions of this Agreement and shall have made all rent payments as of the date of the applicable option exercise.
2. Rent payments for each Ten Year Option Period and each Nine Year Option Period will be determined pursuant to the provisions of Paragraph 10 of this Agreement.

8. **Amendment of Paragraph 8.D of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 8.D of the Lease is deleted and replaced in its entirety with the following:

D. Commercial Services. Tenant is hereby granted the nonexclusive privilege to engage in, and Tenant agrees to engage in, the business of providing (including constructing, leasing, and renting) aircraft storage hangars as a single service Aeronautical Service Provider ("ASP"), as further defined in the Airport Minimum Standards.

Tenant is also granted the nonexclusive privilege, on only those New Option Properties on which Tenant has exercised its option, to operate as a Limited Service ASP, as further defined in the Airport Minimum Standards, at Tenant's option and upon County approval, which will not be unreasonably delayed or denied. If Tenant elects to operate as a Limited Service ASP on any New Option Property, Tenant, (including via any duly authorized subtenant), must comply with all provisions of the Airport Minimum Standards applicable to a Limited Service ASP, including, but not limited to, the provision requiring Tenant to provide at least two but no more than three aeronautical activities. Tenant must, before providing any commercial service via a subtenant, obtain prior written approval from County, including prior written consent for the sublease, which must identify the commercial service or services to be provided by that subtenant. Tenant must also obtain County's prior written approval before modifying, adding, or subtracting any commercial service to be provided by either Tenant or a duly authorized subtenant.

Before Tenant may develop one of its New Option Properties with the intent of offering services as a Limited Service ASP, Tenant must first receive all proper permits, environmental reviews, and County reviews and approvals for such commercial use required by law, regulation, standard, or policy (provided the standard or policy is

generally applicable to commercial tenants situated similarly to Tenant), which will not be unreasonably delayed or denied.

Tenant acknowledges that no right or privilege has been granted which would operate to prevent or inhibit any other person, firm, or corporation from providing any of the commercial services authorized by this Agreement, and County agrees that it will not take any action which would prevent or inhibit Tenant's (including its subtenants') ability to provide all of the commercial services authorized by this Agreement.

Tenant must provide adequate facilities, to include restrooms, and parking for its customers, to the extent required by any applicable law or regulation.

9. **Amendment of Paragraph 10 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 10 of the Lease is amended as follows:

The final paragraph of Paragraph 10 (beginning with "Ground Rent" and ending with "improvements") is deleted and replaced in its entirety with the following:

Rent for any New Option Property for which Tenant has exercised its option will commence on the first day of the month following Tenant's exercise of the option and will be fixed at \$1,000 per month ("Construction Period Rent") until full rent, as determined by the then-current Rent and Fee Schedule, becomes due. Full rent for each New Option Property for which Tenant has exercised its option will commence on the earlier of the following: (i) the first day of the calendar month the issuance by the appropriate authority of a notice to occupy ("NTO") that New Option Property; or (ii) the first day of the calendar month following the Construction Deadline Date, unless Tenant terminates and vacates that New Option Property as provided by Paragraph 5.B.5. Rent for any of the Original Option Properties for which the Nine Year Option has been exercised shall be equal to the then-current rental rate for County Owned Hangars and improvements for office, ramp, hangar and storage, and adjusted according to the period (currently every five (5) years) as established by the Ventura County Board of Supervisors for County Owned Hangars.

10. **Amendment of Paragraph 34 of the Lease.** Upon the Effective Date of this Third Amendment, Paragraph 34 of the Lease is amended as follows:

The following paragraph is added to the end of Paragraph 34:

C. In addition to any other of Tenant's rights and duties that Tenant is authorized to assign or sublet under the Lease, Tenant may also assign or sublet all or a portion of Tenant's rights under Paragraphs 1(n), (o), and (p), Paragraph 8, and Paragraph 9 of the Lease, as amended by this Third Amendment, provided Tenant first obtains County's prior written consent, which will not be unreasonably withheld or delayed.

11. **Tenant's Right to Apply for and Obtain Permits Prior to Option Exercise; County Assistance.** Tenant shall have the right to apply for, submit, and seek approval of any and all

environmental, grading, utilities, and building permits (collectively the “Permits”) reasonably required for Tenant to construct Hangar Buildings, taxiways, paving, and other improvements on any New Option Properties, prior to the Tenant’s exercise of any option for the applicable New Option Property. County’s Department of Airports (and no other County of Ventura entity or agency) agrees to execute and provide to Tenant any and all authorizations and assignments of rights, and to provide to Tenant reasonably responsive assistance and information, which Tenant may require to apply for and obtain such Permits from any governmental agency other than the Department of Airports. County’s Department of Airports must provide written conceptual design approval, which will not be unreasonably delayed or denied, of all plans for construction before the plans are submitted for approval to any other government agency. Upon Tenant’s submittal of any construction plans to the County’s Department of Airports (and no other County of Ventura entity or Agency), the Department of Airports will respond in writing with either conceptual design approval or reasonable comments to such plans within 60 days after their submittal to the Department of Airports by Tenant. Regardless of the issuance or existence of any Permit, any County authorization or assignment of rights, or any assistance referred to in this paragraph, nothing in this paragraph gives Tenant any right to occupy or improve any New Option Property, in any manner, before Tenant has duly exercised the option on that New Option Property.

12. **Release of Tenant from any Pre-Effective-Date Rent Obligations.** County agrees that, as part of the consideration to Tenant for executing this Third Amendment, Tenant is released by County from any and all obligation to pay any allegedly unpaid Rent or any other payment obligations arising under the Lease prior to the Effective Date of this Third Amendment. Tenant hereby waives and releases County from: (a) any obligation to pay Tenant any refund of rent or other consideration paid by Tenant for Option Property 3 or Option Property 4 up to and including the Effective Date of this Third Amendment; and (b) all claims alleged in, related to, or arising from the same facts alleged in, the complaint filed by Tenant in Ventura County Superior Court case number 56-2023-00576290-CU-CO-VTA.
13. **Incorporation of Recitals; Original Lease Definitions.** The recitals set forth above are hereby incorporated into the body of this Agreement. Any capitalized terms used but not otherwise defined herein have the same meaning as set forth in the Lease.
14. **Lease Remains in Force; Conflicts.** Except as specifically amended and modified herein, all of the terms, conditions, rights, duties, and obligations of the Lease remain in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment govern and control.
15. **Counterparts; E-mail Transmission.** This Third Amendment may be executed in several counterparts, each of which will be deemed an original. Digital signatures or scanned executed agreements in PDF format sent by email transmission are as valid and binding as original signatures.

[SIGNATURES ONLY ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment effective as of the date first above written.

“COUNTY”

COUNTY OF VENTURA,
a political subdivision of the state of California

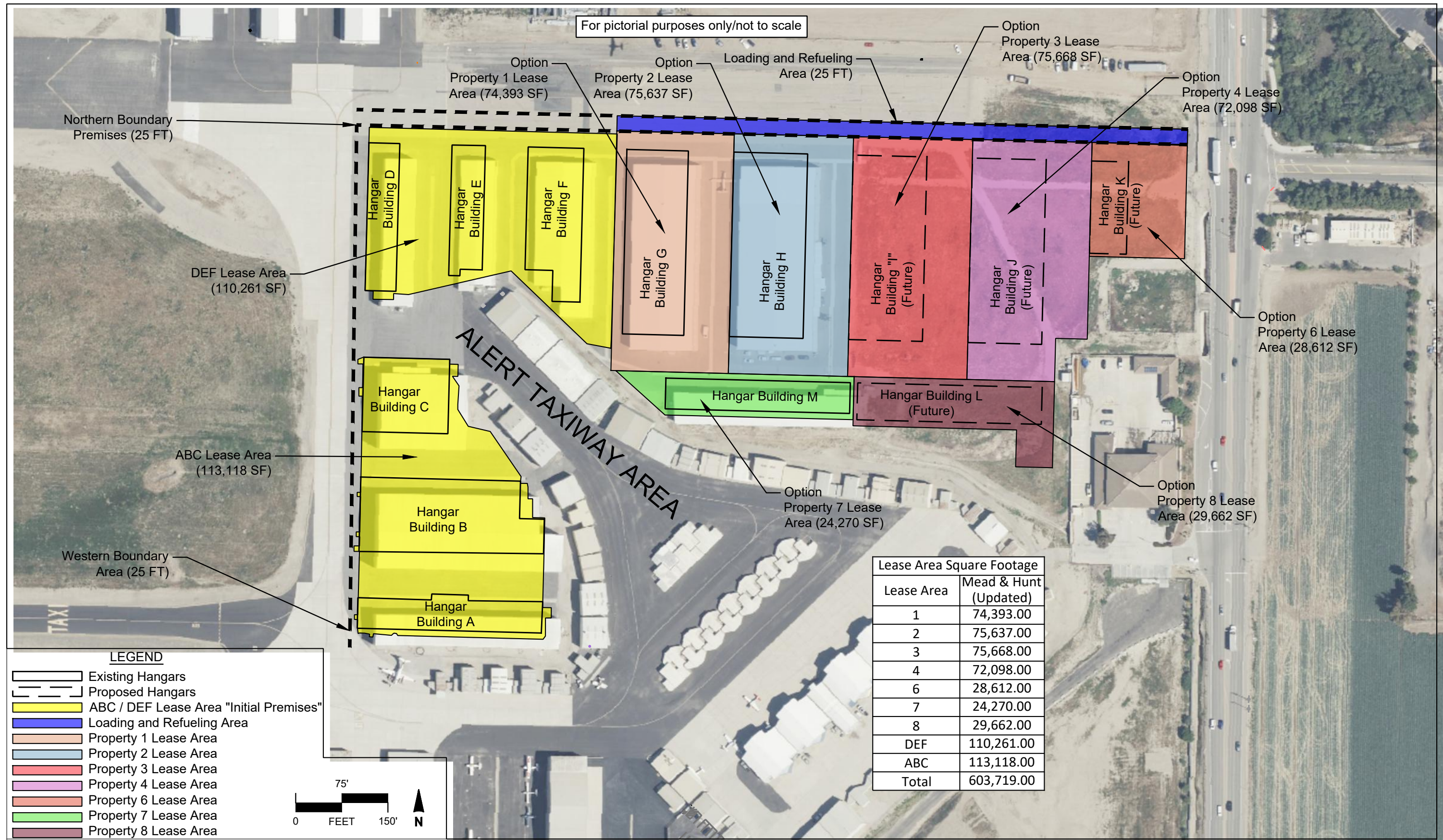
By: _____ Date: _____
Keith Freitas, Director

“TENANT”

AIRPORT PROPERTIES LIMITED, LLC,
A California limited liability company

By: _____ Date: _____
Gerald T. Alves, Manager

EXHIBIT A
SITE PLAN
(Attached)



DRAFT

EXHIBIT 1

Mead & Hunt



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

July 13, 2023

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

Subject: Receive and File an Update on the Oxnard Airport Taxiway Connectors A-E Reconstruction Project

Recommendation:

Receive and file an update on the Oxnard Airport Taxiway Connectors A-E Reconstruction Project

Discussion:

The Airport awarded a construction contract to Granite Construction to reconstruct all five connector taxiways and relocate a Federal Aviation Administration (FAA) powerline at Oxnard Airport. The Airport is working with Jviation, a Woolpert Co., to oversee the reconstruction approved and funded by the FAA and Caltrans. Staff plans to share an update on construction progress and a reminder about the upcoming renaming of the taxiways.

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

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

July 13, 2023

Oxnard Airport Authority
555 Airport Way, Ste. B
Camarillo, CA 93010

Subject: Authorization for the Director of Airports or his designee to Accept on Behalf of the County an Aircraft Rescue and Firefighting (ARFF) emergency response vehicle from Burbank-Glendale-Pasadena Airport Authority, with an estimated value of \$30,000; Approval of, and Authorization for the Director of Airports or his designee to sign, a Sale Agreement with the City and County of San Francisco to purchase a surplus ARFF vehicle for \$14,000.

Recommendations:

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

1. Authorize the Director of Airports or his designee to accept on behalf of the County a surplus ARFF emergency response vehicle from Burbank-Glendale-Pasadena Airport Authority with an estimated value of \$30,000.
2. Approve, and Authorize the Director of Airports or his designee to sign and execute a Sale Agreement (Exhibit 1) with the City and County of San Francisco to purchase a surplus ARFF vehicle for \$14,000.

Fiscal Impact:

The estimated \$45,000 in costs associated in acquiring these two ARFF vehicles will be 100% absorbed by the Airport Enterprise Fund, with zero impact to the County's General Fund. Fiscal impact related to the acceptance of the donated ARFF vehicle from Burbank Airport will be minimal. There will be a direct cost of \$14,000 associated with the purchase of the ARFF vehicle from San Francisco International Airport. There will be approximately \$31,000 in additional costs associated with the purchase, repairs, and upgrades for the two ARFF vehicles.

Discussion:

The Department of Airports currently maintains a Federal Aviation Administration (FAA) commercial airport operating certificate (FAR Part 139) for Oxnard Airport. A current FAR Part 139 certificate is required for any airport providing commercial airline service in the United States. Although it has been more than 12 years since Oxnard hosted commercial service, the Department continues to engage airlines with the expectation that service will resume in the future.

One of the many requirements for a commercially certificated airport is to have trained staff and equipment capable of performing the Aircraft Rescue and Firefighting (ARFF) emergency role. The City of Oxnard Fire Department doesn't have this type of equipment in service nor the required specialized trained personnel. In the rare instance that an airplane crashes at the airport the Departments ARFF unit can extinguish the aircraft fire within 3-minutes or less. The primary unit at Oxnard Airport is a 2005 E-One Titan diesel engine ARFF vehicle. This vehicle was purchased new, in 2005, with FAA grant funding at a cost of approximately \$538,000. The reserve unit is a 1987 International Harvester diesel engine ARFF vehicle. The Department doesn't have any records indicating when this vehicle was purchased and what the associated costs were at the time. Both vehicles have exceeded their useful life and continue to require considerable maintenance costs to keep them operational. The Department of Airports has spent just under \$70,000 on vehicle repairs over the last two years. This E-One vehicle recently required a seal replacement for the roof turret nozzle, which has an estimated repair cost of \$4900.

During the 2022 annual FAR Part 139 certification inspection the FAA Certification Inspector noted that the ARFF unit had several operational failures during the timed drill exercise. The FAA Inspector personally observed, during a timed response drill, water pouring into the operator's cab, which damaged the electrical systems and radios. Subsequently the vehicle was placed out of service for more than three months waiting for repairs to be completed. It was also noted by the FAA Inspector that Oxnard Airport reported on four separate instances, during the 12-month period, that neither the primary nor reserve ARFF units were operational due to equipment failures.

It is clear to the Department of Airports that we needed to find replacements for both our primary and reserve ARFF units. The Department evaluated the short-term and long-term options for replacement of both the primary and reserve ARFF vehicles. Burbank Airport has offered to donate one of their surplus ARFF vehicles to Ventura County Department of Airports. Therefore, as outlined in the Administrative Policy Manual, Chapter VII (B)-9, Donation of Cash or Assets the Department of Airports is requesting approval to accept a surplus ARFF vehicle from Burbank Airport. San Francisco International Airport has offered to sell one of their surplus ARFF vehicles to Ventura County Department of Airports for \$14,000.

Analysis:

The Department of Airports began discussions with the FAA Airport District Office to determine whether they would support grant funding for a replacement ARFF vehicle. FAA staff indicated that it was likely several years before grant funding would be available for a new ARFF vehicle, which has an expected cost of \$900,000. It was also noted that there is currently a 12-18 month wait period for new ARFF vehicles. Another option considered was to purchase a refurbished ARFF vehicle which would typically cost between \$400,000 and \$550,000 from a third-party vendor, but no FAA funding would be eligible for this option.

Airport staff decided that due to the high cost, new construction backlog of new ARFF vehicles, and the significant cost of purchasing a refurbished ARFF vehicle from a third-party vendor the best option was to seek replacement surplus vehicles. After several months, the Department was fortunate to identify two airports willing to donate and or sell Ventura County Department of Airports their surplus ARFF vehicles. The Burbank-Glendale-Pasadena Airport Authority was willing to donate the 2004 Oshkosh Striker 1500. San Francisco International Airport was willing to sell their 1997 Oshkosh Ti1500.

The Department of Airports has worked with Fleet Services to assist us with the process of inspecting and securing these vehicles. County GSA Fleet Services, an outside ARFF Service Contractor (Siddons-Martin Emergency Group), and Airport personnel visited/inspected the ARFF vehicles at Burbank and San Francisco Airports.

Again, purchasing a new ARFF vehicle would cost approximately \$900,000 with \$850,000 being funded by FAA and Caltrans. This would leave approximately \$50,000 coming from the Airport Enterprise Fund. However, the Department of Airports is at least 3 years away from having FAA funding in place, which is in addition to waiting 12-18 months for a vehicle to be manufactured. This would also not address the need to replace the secondary reserve unit. If we moved to the third-party refurbishment market the Airport Enterprise fund would have to fund the entire amount of approximately \$400,000 to \$550,000 for each ARFF unit and would need to purchase two units, a total expenditure of \$800,000 to \$1,100,000. If the Department of Airports acquires the surplus Burbank and San Francisco ARFF units we are planning to expend approximately \$45,000 for the purchase, repairs, and upgrades to bring both vehicles to operational readiness.

Recommendation:

The Department of Airports is recommending your committee approve both the acceptance of a donated 2004 Oshkosh Striker 1500 ARFF vehicle from Burbank Airport and the purchase, \$14,000 from the Airport Enterprise Fund, of a 1997 Oshkosh Ti1500 ARFF vehicle from San Francisco International Airport. These two surplus ARFF vehicles will replace the existing ARFF vehicles currently in service at Oxnard Airport. Acquiring these two surplus ARFF vehicles are expected to reduce annual maintenance costs, provide greater reliability for FAA mandated ARFF services, and provide more safe/seamless transition of training to airport emergency response personnel. Since these ARFF vehicles were extremely well cared for staff expects these vehicles to have another 7 to 10 years of service life remaining.

Current ARFF	Current ARFF	Replacement ARFF	Replacement ARFF
E-One	International Harvester	Oshkosh	Oshkosh
2005	1987	2004	1997

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

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

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

**CITY AND COUNTY OF SAN FRANCISCO
AIRPORT COMMISSION**

SALE AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO and ~~IN ALL CAPS~~ VENTURA COUNTY OF VENTURA ~~IN ALL CAPS~~

THIS SALE AGREEMENT (“Agreement”) is made as of AUGUST 1-, 2023, in the City and County of San Francisco, State of California, by and between ~~IN ALL CAPS~~ VENTURA COUNTY OF VENTURA ~~IN ALL CAPS~~ (“Buyer”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through its Airport Commission (“Commission”),

RECITALS

WHEREAS, Commission desires to sell surplus ARFF Unit #37 1999 Oshkosh Ti1500 (VIN# 10TBK8Z12XA065312) (“Fire Truck”), and Buyer desires to buy the Fire Truck, on the terms here specified; and

WHEREAS, City conducted a process to determine that Buyer is eligible to purchase the Fire Truck based on applicable laws; and

WHEREAS, City desires to sell the Fire Truck based on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. Approval of Purchaser Required. Sale of the Fire Truck must be approved by the City’s Purchaser pursuant to Administrative Code 21.03(i)(1), and such approval was granted by the City’s Purchaser.

2. Terms of Sale.

a. The Buyer will accept the Fire Truck and pay for the Fire Truck in the sum of \$ 14,000.00 (“Purchase Price”), paid by ACH or wire transfer pursuant to Section 12 of this Agreement. [The Purchase Price is inclusive of sales tax].

Commented [TWT1]: In or out?

b. The Buyer will make payment for the Fire Truck at the time and place where the Fire Truck is received by the Buyer, or, in the alternative, when any document of title or registrable bill of sale, bearing any necessary endorsement, is tendered to the Buyer. [Modify with actual terms of sale]

Commented [TWT2]: Any changes here?

c. The Fire Truck will be considered received by the Buyer when delivered to the Buyer at Oxnard Airport, 2889 W Fifth St, Oxnard, CA 93030 [modify as appropriate for planned sale]. The method of shipment/delivery will be the responsibility of Ventura County.

d. Once the terms of sale as listed in Section 2(b) of this Agreement are met, this transaction will be deemed closed. However, Sections [] relating to As-Is Condition of Fire Truck, Release of Claims, Indemnification, Assumption of Risk, and Limitation on Liability of City will survive the term of this Agreement.

3. "As-is" Condition. The City is selling the Fire Truck in an as-is condition and disclaims all liability from the moment of transfer. Buyer acknowledges that the City makes no representations, warranties, express or implied, or guarantees about the Fire Truck, including, but not limited to, condition, merchantability, fitness for any particular purpose, or any implied warranty arising from course of performance, course of dealing or usage of trade. The City will not provide any instructions, follow up services, replacement parts or repairs related to the Fire Truck.

4. Reserved.

5. Restrictions on Sale of Fire Truck.

6. Title. Title to the Fire Truck will remain with the City until delivery and actual receipt of the Fire Truck by the Buyer or, in the alternative, the City delivers a document of title or registrable bill of sale of the Fire Truck, bearing any necessary endorsement, to the Buyer.

7. Buyer to Pay All Taxes. Buyer shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement.

8. Release of Claims. Buyer waives and releases all claims against the City, its officers and employees with respect to any and all injury, disability, death, loss or damage to property resulting from possession, use, non-use or misuse of the Fire Truck, regardless of the cause, [except for injuries ~~of or~~ damages arising from City's gross negligence, intentional wrongdoing, or reckless disregard for or indifference to the rights of others] ~~[whose gross negligence? This is in Form 200]~~. Buyer agrees not to sue the City on the basis of these waived and released claims, including without limitation any claims for indemnification of third party claims against Buyer arising from use of the Fire Truck. Buyer waives and releases all other known and unknown claims at the time this document is executed. Buyer understands that this release extends to claims that it does not know or does not expect to exist at the time of the signing of this release, and it hereby waives the protections of California Civil Code Section 1542.

9. Indemnification. Buyer shall hold City harmless from and against any claims arising from its use or non-use of Fire Truck. Buyer shall indemnify, defend and hold harmless City from and against any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation clean-up or other remedial costs and attorneys' fees, resulting or arising from the existence of any Hazardous Materials associated with the Fire Truck. For purposes of this Section 9, Hazardous Materials means (a) any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the air, water or soil and (b) any materials, substances, products, byproducts, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, byproducts, or waste gives rise to liability under any Environmental Laws.

10. Assumption of Risk. Buyer acknowledges there are certain risks of injury that may arise from the use or misuse of the Fire Truck, including the risk of injury, disability or death. Buyer assumes full responsibility for all risks arising directly or indirectly from the possession, use or misuse of the Fire Truck, both known and unknown, regardless of the cause.

11. Limitation on City Obligations. The City has no other obligations to Buyer with respect to this agreement, including but not limited to an absolute prohibition on compensation from the City associated with this agreement. City is not authorized to expend funds in the performance of its obligations under this agreement[~~How is the City getting the Fire Truck to Oxnard? Fire truck will be trailered to Oxnard Airport at the expense of Ventura County Buyer~~].

12. Payment. Buyer agrees to transfer the Purchase Price electronically when the requirements of Section 2(b) are satisfied to the City and County of San Francisco's account either through the Federal Wire System or ACH, pursuant to the Wire and ACH Instructions attached to this Agreement as Exhibit A.

13. Counterparts and Digital Signatures. This Agreement may be executed in counterparts. City and Buyer consent to the use of Digital Signatures to execute this Agreement. For this purpose, "Digital Signature" means an electronic identifier, created by a computer, intended by the party using it to have the same force and effect as the use of a manual signature.

14. Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

15. Entirety of Agreement. This Agreement constitutes the entire agreement between the City and Buyer and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Fire Truck.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY

GRANTEE:

<<INSERT CITY DEPARTMENT OR COMMISSION IN ALL CAPS>>

<<INSERT NAME OF GRANTEE IN ALL CAPS>>
VENTURA COUNTY OF VENTURA
>>

By: _____
<<INSERT NAME OF SIGNATOR>>
<<INSERT TITLE>>

By: _____

Print Name: _____

Approved as to Form:

David Chiu
City Attorney

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

Title: _____

Federal Tax ID #: _____

Approved:

Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

By: _____
[name of Purchaser or
"Name: _____"]



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

July 13, 2023

Camarillo Airport Authority
Oxnard Airport Authority
555 Airport Way, Ste. B
Camarillo, CA 93010

Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0179-043-2023, When Offered, in an Estimated Amount of \$19,000,000, Which Will Provide Funds for the Taxiway F Reconstruction at Oxnard Airport; Authorization for the Director of Airports or Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements

Recommendations:

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

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-043-2023, when offered, in an estimated amount of \$19,000,000, which will provide funds for the Taxiway F Reconstruction at Oxnard Airport; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for a matching grant from California Department of Transportation (Caltrans), if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

Fiscal/Mandates Impact:

Mandatory: No

Source of funding: FAA (90%)

Caltrans (up to 4.5%)

Funding match required: 10% of costs less any Caltrans funding

Impact on other departments: None

Summary of Revenue and Project Costs

FY 2023-24

FY 2024-25

Revenue (Federal – FAA)	\$ 17,100,000*	\$ 0*
(State – Caltrans)	\$ 150,000*	\$ 0*
Direct Costs	<u>\$ 19,000,000</u>	<u>\$ 0</u>
Net Cost – Airport Enterprise Fund	<u>\$ 1,900,000</u>	<u>\$ 0</u>

** The revenue and cost above do not reflect the normal formula for FAA grant in the Fiscal/Mandates Impact section. A conservative estimate is provided due to possible grant caps. Actual grant amount will be dependent upon FAA and Caltrans available funding.*

Current Fiscal Year Budget Projection:

FY 2023-24 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041*				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Appropriations	\$19,566,851	\$19,566,851	\$19,566,851	\$0
Revenue	17,595,436	17,595,436	17,595,436	0
Net Cost	\$ 1,971,415	\$ 1,971,415	\$ 1,971,415	\$0

Sufficient revenue and appropriations are available in the FY 23-24 capital budget.

*Includes interest and capital assets.

Discussion:

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

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

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

matching grant due to available funding.

The project is comprised of the following elements:

TAXIWAY F RECONSTRUCTION

BASE BID: Taxiway Improvements for Taxiways F, generally include pavement removal, paving, lighting, signage, grading, storm-drainage, and marking.

While the grant agreement for Grant No. 3-06-0179-043-2023 is not presently available, it is anticipated that the grant agreement will be similar to prior FAA grant agreements approved by the Board of Supervisors (2019 FAA Grant Agreement Example, Exhibit 1). These grant agreements require an executed Certificate of Sponsor's Attorney. Therefore, your Board is being asked to also authorize County Counsel to execute the Certificate of Sponsor's Attorney, certifying that the County has the authority to enter into the grant agreement and that the grant agreement constitutes a legal and binding obligation.

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

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

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

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

Attachment:

Exhibit 1 — 2019 FAA Grant Agreement Example

County's fiscal year.

1 The federal fiscal year runs each year from October 1 through September 30, which is later than the



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Date of Offer

Airport/Planning Area

Camarillo

AIP Grant Number

DUNS Number

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

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

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

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

[REDACTED]
which is more fully described in the Project Application.

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

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

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

CONDITIONS

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

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

\$318,195 airport development

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

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

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

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

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

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

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

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

20. Ban on Texting While Driving.

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

21. AIP Funded Work Included in a PFC Application.

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

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

23. **Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

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

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

SPECIAL CONDITIONS

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

[REDACTED]

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

[REDACTED]

(Typed Name)

Manager,

Los Angeles Airports District Office

(Title of FAA Official)

SAMPLE

PART II - ACCEPTANCE

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

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

Executed this _____

County of Ventura

By: _____

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ (location) this _____ day of _____

By: _____

(Signature of Sponsor's Attorney)

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

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

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

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

FEDERAL REGULATIONS

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

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

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

[REDACTED]

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

23. Exclusive Rights.

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

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

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

[REDACTED]

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

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

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

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

29. Airport Layout Plan.

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

30. Civil Rights.

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

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

[REDACTED]

sponsor's programs and activities.

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

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

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

31. Disposal of Land.

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

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

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

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

38. Hangar Construction.

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

39. Competitive Access.

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



FAA Airports

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

Updated: 4/18/2019

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

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

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

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

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



NUMBER	TITLE
150/5395-1A	Seaplane Bases

SAMPLE

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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

July 13, 2023

Camarillo Airport Authority
Oxnard Airport Authority
555 Airport Way, Ste. B
Camarillo, CA 93010

Subject: **Authorization for the Director of Airports or Designee to Award Annual Consulting-Services Contracts for FY 2023-2024 to Coffman Associates, Inc., Aviation, a Woolpert Company, Mead and Hunt, Inc., and The Adams Companies, LLC, and to Issue Work Orders Against These Contracts**

Recommendations:

1. Staff requests your committees authorize the Director of Airports, or his designee, to award annual consulting- services contracts for fiscal year 2023-2024 to the consultants listed in the Annual Consultant Services Contracts Summary (Exhibit 1) using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (an exemplar contract form is attached as Exhibit 2); and
2. Authorize the Director of Airports, or his designee, to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by your committee, and for up to \$200,000 each work order for other services.

Fiscal/Mandates Impact:

Mandatory: *No*

Source of Funding: *Airport Enterprise Fund*

Impact on Other Departments: *None*

This action does not result in an immediate fiscal impact, as there is no obligation to issue any work orders against these annual contracts during the term of the contracts. A fiscal impact will occur only when work orders are issued. Sufficient revenue and appropriations are available in the Department of Airport's ("Department") FY 2023-2024 adopted budget to for these type of contracts.

Discussion:

To obtain professional consulting services for projects at Camarillo and Oxnard Airports for fiscal year 2023-2024, the Department reviewed previous year annual contract work, consultant performance, and anticipated future professional services requirements in order to determine which consultants and services should be retained under an annual contract arrangement. Based on this analysis, select consultants were invited to express their interest in forming an annual contract with the County. Invited consultants submitted proposed fee schedules which were reviewed and negotiated, and a list of proposed consultants was developed as shown in Exhibit 1.

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

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

The County Executive Office, the Auditor-Controller's Office, and County Counsel have reviewed this item, and the Aviation Advisory Commission and the Camarillo and Oxnard Airport Authorities recommend its approval.

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', with a stylized flourish at the end.

KEITH FREITAS, A.A.E., C.A.E.

Director of Airports

Attachments:

Exhibit 1 - Annual Consultant Services Contracts Summary

Exhibit 2 - Contract

¹ The federal fiscal year runs each year from October 1 through September 30, which is later than the County's fiscal year.

Department of Airports
Annual Services Contracts by Consultant for FY2023-2024

Coffman Associates, Inc.
Scottsdale, AZ
AEA 24-01 Limit: \$125,000

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

Jviation, a Woolpert Company,
Glendale, CO
AEA 24-02 Limit: \$125,000

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

Mead and Hunt, Inc.
Windsor, CA
AEA 24-03 Limit: \$125,000

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

The Adams Companies, LLC
Gilbert, AZ
AEA 24-04 Limit: \$20,000

Services Under Contract
Independent Fee Estimation

ANNUAL CONSULTING SERVICES CONTRACT

AE No. AEA 24-XX

PROFESSIONAL SERVICES CONTRACT for Oxnard and Camarillo Airports

This is an annual contract, made and entered into this July 1, 2023, by and between the COUNTY OF VENTURA, (COUNTY), and [INSERT NAME AND ADDRESS OF CONSULTANT] (CONSULTANT).

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

The parties hereto agree as follows:

1. COUNTY hereby retains CONSULTANT to perform services on an "as needed / as requested" basis, during the period from July 1, 2023 to June 30, 2024, as provided in the "Scope of Work and Services", attached hereto as "Exhibit A", and the "COUNTY of Ventura, Public Works Agency, CONSULTANT's Guide to Ventura COUNTY Procedures" as amended from time to time, which is on file with the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions, otherwise they shall be interpreted together.
2. All work under this Contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as "Exhibit B". COUNTY shall issue a suspension of the contract time whenever CONSULTANT is delayed by action or inaction of COUNTY and CONSULTANT promptly notifies COUNTY of such delays.
3. COUNTY will make payment only for services actually rendered. CONSULTANT is not entitled to payment for having been retained under this Contract. CONSULTANT is not entitled to perform work under this Contract except as requested by COUNTY, and COUNTY is not obligated to request any work under this Contract. Payment for services rendered shall be made bi-weekly, within 30 days from when the COUNTY receives an invoice, in accordance with "Fees and Payment," attached hereto as "Exhibit C."
4. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

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

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

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

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

8. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this Contract. During the term of this agreement CONSULTANT shall not employ or compensate personnel currently employed by COUNTY. CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to the COUNTY's subject project. This includes contracts and arrangements with manufacturers, suppliers, contractors or other third parties which possess or seek to obtain a financial interest related to the County's subject project. In performing services under this Contract, CONSULTANT acknowledges that it may be subject to laws addressing financial conflicts of interest such as the Political Reform Act ("Act"), Government Code section 81000 et seq. CONSULTANT shall comply with financial disclosure requirements under the Act as directed by COUNTY, and shall not engage in activities that may constitute a conflict of interest under applicable law.

9. a. CONSULTANT shall, throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:

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

b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide COUNTY with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name County of Ventura and its officials employees and agents as additional insured ("Additional Insureds") on CONSULTANT'S general and automobile liability insurance policies. All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. CONSULTANT agrees to waive all rights of subrogation against the Additional Insureds for losses arising directly or indirectly from the activities or work performed by CONSULTANT hereunder.

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

CONSULTANT:

COUNTY: **COUNTY OF VENTURA**

Signature

Keith Freitas, Director of Airports

Printed Name and Title

Taxpayer I.D. No.

EXHIBIT A

SCOPE OF WORK AND SERVICES

Consultant shall provide professional consulting services during the period from July 1, 2023 to June 30, 2024, as requested by the Director of Airports or his designated representative. Such services shall include, but are not limited to management consulting services, civil engineering, design review services, specification writing, grant support administration services, disadvantage business enterprise support, cost engineering/estimating, planning, environmental planning, environmental review services.

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

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

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

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

END OF EXHIBIT A

EXHIBIT B

TIME SCHEDULE

All work under this contract shall be completed by June 30, 2024.

END OF EXHIBIT B

EXHIBIT C

FEES and PAYMENT

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

1. Fee Schedule (See Exhibit C-1)

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

END OF EXHIBIT C



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

July 13, 2023

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

Subject: Receive and File an Update on Current Part 150 Noise Compatibility Studies for Camarillo and Oxnard Airports

Recommendation:

Receive and file an update on current Part 150 airport noise compatibility studies for Camarillo and Oxnard Airports

Discussion:

The Airport is working with Coffman Associates and stakeholders to advance two noise studies approved and funded by the Federal Aviation Administration (FAA): the Oxnard Airport Part 150 Noise Compatibility Study and the Camarillo Airport Part 150 Noise Compatibility Study. Staff will share outreach efforts to date and any recent informational developments.

If you have any questions regarding this item, please call Erin Powers at (805)

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



COUNTY of VENTURA

Department of Airports

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

July 13, 2023

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 Progress Report

Recommendation:

Receive and file a staff update regarding Fly Friendly VC Progress Report

Fiscal/Mandates Impact:

There are no expected fiscal impacts associated with this action.

Discussion:

The Department of Airports hosted the second annual Fly Friendly (FFVC) VC Fly-in event on June 20th at Oxnard Airport and welcomed nearly 30 local pilots, certified flight instructors and flight schools to discuss program status and expectations moving forward. The event welcomed speakers that included Lee Westfall, manager of the OXR traffic control tower, and Barb Filkins and Jon George, both locally based pilots and advocates for FFVC. Department of Airports Director, Keith Freitas, and Communications and Engagement Manager, Jannette Jauregui, discussed current successes and emphasized the need for continued progress and commitment from all pilots who utilize Oxnard and Camarillo airports. All participants were encouraged to take what they learned from the event back to pilots/peers who were unable to attend.

The event was a success and was designed to keep FFVC at the forefront of everyone's mind in a collective effort to be the possible neighbors. The discussion emphasized the value and importance of the continued partnership between the pilots, community, and airports.

Fly Friendly VC was launched in September 2022 as a way to address noise-related concerns from neighbors living nearby both OXR and CMA. While air space in Ventura County is federally regulated, the Department of Airports remains committed to exploring and implementing methods to address noise concerns with programs like FFVC that provide alternative and voluntary flight patterns that will lessen disturbances

of noise. The Department of Airports has individually met with dozens of flight schools and pilots from throughout the region that utilize OXR and CMA since September and remains in regular contact to discuss flight activity of concern, applaud clear commitment to the program, and discuss the most effective ways to improve the program. Community engagement has been vital to the program and the Department of Airports recognizes the need to make changes (when needed) to strengthen the program.

Department of Airports staff recognizes that the success of FFVC can be credited to the continued dedication of the OXR Tower team and of the pilots and flight schools who have expressed their commitment to bridging the gap between the aviation community and our neighbors as we collectively work to improve airport operations.

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



COUNTY of VENTURA

Department of Airports

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

July 13, 2023

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

Subject: Receive and File a Presentation on the Wings Over Camarillo Air Show at Camarillo Airport

Recommendation:

Receive and file a presentation on the Wings Over Camarillo Air Show taking place on August 19-20, 2023, at Camarillo Airport.

Discussion:

The Camarillo Wings Association (CWA) will be holding their annual Wings Over Camarillo Air Show at Camarillo Airport. Presenter Bob Trimbarn will be presenting this matter and will also discuss the work done to reduce noise from pyrotechnics and working with the animal shelter to not impact the animals.

This year the Air Show will be celebrating their 42nd year in Camarillo and will be commemorating the 70th anniversary of the Korean War Armistice Day and Grand Marshal Captain Royce Williams USN (Ret.). The weekend event will continue to focus on preserving aviation history, remembering our Veterans, inspiring youth to explore aviation, showcase unique piloting skills, and share and educate the community on the value and services of the Ventura County Airports (Camarillo and Oxnard). Activities this year include air show performances and static displays from aerobatic, historic, and current military air crafts, helicopters, experimental, general aviation, search and rescue and pyrotechnics. There will also be a STEM pavilion, commemorative Air Force Museum, Veterans hangar, antique car show and parade, food and vendor booths, Helo and WarBird rides, and much more.

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 April 30, 2023

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	66	0		
Out of Service	16	0	0	Out of Service	6	0	0		
Total	346	330	0	Total	151	145	0		
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	15,232	8,117	Current Month	3	0
Last year for the month	17,781	8,864	Current year to date	9	0
% Change	-14%	-8%	CMA: 4/4 Flat Tire on twy B 4/6 Disabled comms/nav aids 4/8 RV canopy broke off on 26		
Current year to date	50,901	25,601			
Last year to date	61,841	32,896			
% Change	-18%	-22%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	4
Cards issued to transient overnight aircraft	26	2
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	28	1

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



COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending May 31, 2023

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	66	0		
Out of Service	16	0	0	Out of Service	6	0	0		
Total	346	330	0	Total	151	145	0		
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	15,583	7,563	Current Month	4	0
Last year for the month	16,912	8,107	Current year to date	13	0
% Change	-8%	-7%	CMA: 5/7 Flat tire self serve pump 5/14 Flat tire twy F 5/26 Dysfunctional rudder, runup 26 5/30 Cessna hard landing able to taxi off 26		
Current year to date	65,445	31,485			
Last year to date	78,753	41,003			
% Change	-17%	-23%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	5
Cards issued to transient overnight aircraft	42	6
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	28	1

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

Camarillo Noise Comment Report April 2023

Comments by Location	Number of Comments	Total Number of Households
East Neighborhoods	0	0
Midtown/Old Town	203	14
North Neighborhoods	0	0
Unspecified/Other	10	Unknown

Type of Operation	
Takeoff/Departure	2
Landing/Arrival	52
Traffic Pattern	139
Unspecified	20

Total Comments = 213

Time of Day	
12 a.m. – 5 a.m.	6
5 a.m. – 8 a.m.	1
8 a.m. – 6 p.m.	170
6 p.m. – 12 a.m.	36

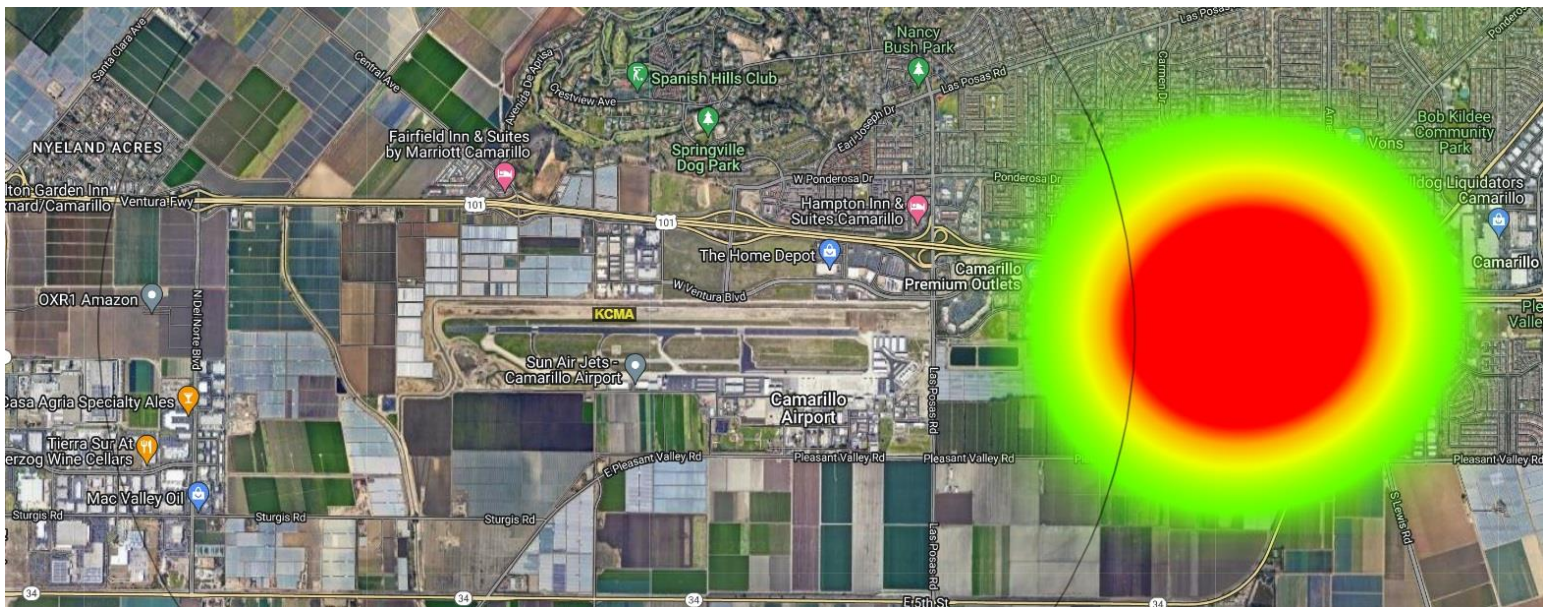
Comment Breakdown:

Household #1:
58 (27%)

Household #2:
40 (19%)

Household #3:
26 (12%)

Type of Aircraft	
Single Engine Piston	18
Multi-Engine Piston	9
Turboprop	4
Turbo Jet	114
Helicopter	3
Unspecified	65





Camarillo Noise Comment Report May 2023

Comments by Location	Number of Comments	Total Number of Households
East Neighborhoods	0	0
Midtown/Old Town	329	12
North Neighborhoods	0	0
Unspecified/Other	1	Unknown

Type of Operation	
Takeoff/Departure	2
Landing/Arrival	83
Traffic Pattern	224
Unspecified	21

Total Comments = 330

Time of Day	
12 a.m. – 5 a.m.	7
5 a.m. – 8 a.m.	10
8 a.m. – 6 p.m.	236
6 p.m. – 12 a.m.	77

Comment Breakdown:

Household #1:
126 (38%)

Household #2:
46 (14%)

Household #3:
41 (12%)

Type of Aircraft	
Single Engine Piston	19
Multi-Engine Piston	17
Turboprop	21
Turbo Jet	230
Helicopter	4
Unspecified	39



Oxnard Noise Comment Report April 2023

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5 th (Channel Islands, Oxnard Shores, Seabridge, etc.)	164	9
South Neighborhoods (Via Marina, etc.)	29	1
East Neighborhoods	0	0
North Neighborhoods	3	2
Other/Unspecified	80	Unknown

Type of Operation	
Takeoff/Departure	19
Landing/Arrival	0
Traffic Pattern	122
Unspecified	135

Total Comments = 276

Time of Day	
12 a.m. – 5 a.m.	6
5 a.m. – 8 a.m.	2
8 a.m. – 6 p.m.	254
6 p.m. – 12 a.m.	14

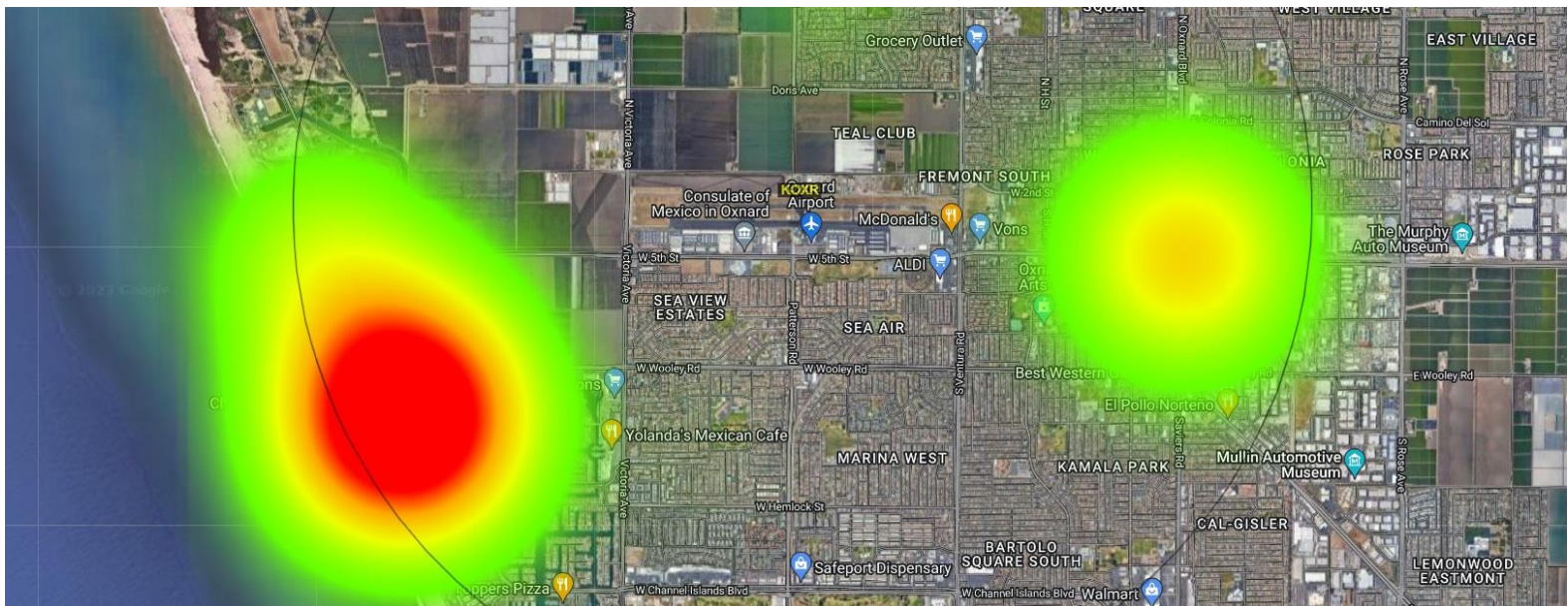
Comment Breakdown:

Household #1:
109 (39%)

Household #2:
29 (11%)

Household #3:
24 (9%)

Type of Aircraft	
Single Engine Piston	86
Multi-Engine Piston	15
Turboprop	0
Turbo Jet	0
Helicopter	6
Unspecified	169





Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5 th (Channel Islands, Oxnard Shores, Seabridge, etc.)	779	8
South Neighborhoods (Via Marina, etc.)	4	2
East Neighborhoods	0	0
North Neighborhoods	2	2
Other/Unspecified	132	Unknown

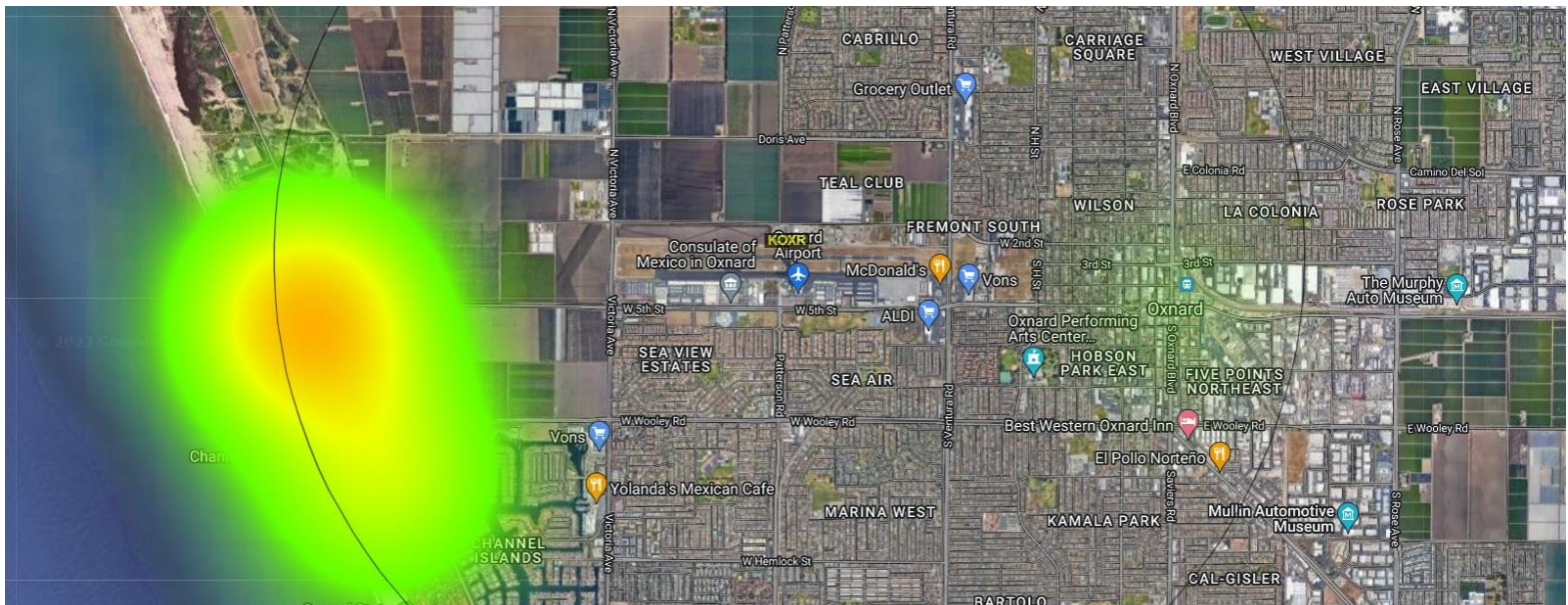
Total Comments = 917

Comment Breakdown:

**Household #2:
221 (24%)**

**Household #3:
59 (6%)**

Type of Aircraft	
Single Engine Piston	501
Multi-Engine Piston	0
Turboprop	0
Turbo Jet	19
Helicopter	44
Unspecified	353





APRIL 2023

CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT

Status Update:

- Draft Chapters 1 (Inventory) and Chapter 2 (Forecasts) are prepared and provided to airport staff and posted to the study website.
- A Public Information Workshop was conducted on April 18, 2023, at the Camarillo Public Library to present information related to the inventory and forecasts.

Upcoming Action Items:

- Coordination with the FAA on the forecast submittal after the Public Information Workshop.

Project Percent Complete: The project is 49.8% complete through April 2023.

CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update: *No Change from February*

- The Airfield Drainage Study performed by a Subconsultant was finalized and documents were coordinated with airport staff. The Airfield Drainage Study has been completed.
- Coordination between the Consultant and airport staff regarding project closeout. The tasks associated with the Geometry Study will not be undertaken given the ongoing ALP Update/Narrative Report.

Upcoming Action Items:

- Project closeout.

Project Percent Complete: The project is completed and awaiting closeout.

CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- Finalized list of Planning Advisory Committee members and one page study fact sheet in English and Spanish.
- Finalized noise monitoring site selection and schedule for May data collection.

Upcoming Action Items:

- Coordination with airport staff on noise monitoring and additional elements associated with the Part 150 study process.

Project Percent Complete: The project is 21.1% complete through April 2023.

OXNARD AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- Finalized list of PAC members and one page study fact sheet in English and Spanish.
- Finalized noise monitoring site selection and schedule for May data collection.

Upcoming Action Items:

- Coordination with airport staff on noise monitoring and additional elements associated with the Part 150 study process.

Project Percent Complete: The project is 23.4% complete through April 2023.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 23-01)

Status Update:

- Language translation support services undertaken to support the Camarillo ALP/Narrative Study Public Information Workshop.

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: 15.3% of the not-to-exceed amount of \$200,000 has been completed through April 2023.



MAY 2023

CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT

Status Update:

- The forecasts were submitted to the FAA for review and approval.
- Forecasts officially approved by the FAA for purposes of the study on June 1, 2023.

Upcoming Action Items:

- Working on elements associated with the facility requirements and alternatives.
- Working on base drawings associated with the Airport Layout Plan Drawing Set.

Project Percent Complete: The project is 54.4% complete through May 2023.

CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update:

- The Airfield Drainage Study performed by a Subconsultant was finalized and documents were coordinated with airport staff. The Airfield Drainage Study has been completed.
- Coordination between the Consultant and airport staff regarding project closeout. The tasks associated with the Geometry Study will not be undertaken given the ongoing ALP Update/Narrative Report.
- The Consultant and Ventura County Department of Airports executed an amendment to the original contract to assist with project closeout.

Upcoming Action Items:

- Project closeout.

Project Percent Complete: The project is completed and awaiting closeout.

CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- Conducted noise monitoring at host sites throughout the community May 15 through May 23.
- Conducted training of airport staff for collection of additional noise monitoring data in June and July.

Upcoming Action Items:

- Coordinate with airport staff on the completion of noise data analysis and additional elements associated with the Part 150 study process.

Project Percent Complete: The project is 26.1% complete through May 2023.

OXNARD AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- Conducted noise monitoring at host sites throughout the community May 15 through May 23.
- Conducted training of airport staff for collection of additional noise monitoring data in June and July.

Upcoming Action Items:

- Coordinate with airport staff on the completion of noise data analysis and additional elements associated with the Part 150 study process.

Project Percent Complete: The project is 28.3% complete through May 2023.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 23-01)

Status Update:

- N/A for May 2023.

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: 15.3% of the not-to-exceed amount of \$200,000 has been completed through May 2023.

May 10, 2023

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 – April 2023

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of April 2023, 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 April, the County and Jviation discussed this project during coordination meetings on April 6, 13, and 27, 2023.
- **Upcoming:**
 - The FAA will schedule a meeting to discuss pavement section for the runway reconstruction.
 - Continued coordination on this project with the County and FAA as needed.

Runway 8-26 and Taxiway A Pavement Improvements (County Project No. AEA 22-08)

- Throughout the month of April, the County and Jviation discussed this project during coordination meetings on April 6, 13, and 27, 2023.
- Throughout the month of April, Jviation worked on the Issued for Review documents for this project.
- **Upcoming:**
 - Continued coordination on this project with the County.
 - Jviation to provide the County with the Issued for Review plan set and contract documents for review.

Airport Pavement Management System (APMS) Update

- Throughout the month of April, the County and Jviation discussed this project during coordination meetings on April 6, 13, and 27, 2023.
- On April 7, 2023, the County informed Jviation that there are no PaveAir database files available from the previous consultant and to proceed with the use of PAVER as the new database system.
- **Upcoming:**
 - Jviation will coordinate with subconsultants to assist with the completion of this project.
 - Jviation will finalize a scope of work and will submit it to the County for review.

Airport Capital Improvement Plan (ACIP) Update

- There were no updates from April 2023 on this task.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

Final Design for 2025 Runway/Taxiway Reconstruction (AIP Project No. 3-06-0339-040-2023)

- There were no updates from April 2023 on this task.
- **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

June 7, 2023

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

Re: Monthly Airport Project Status Update – May 2023

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of May 2023, by Jviation, for the Camarillo Airport:

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

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 3, 11, 18, 25, and 31, 2023.
- **Upcoming:**
 - The County will contact with FAA to ask if more information is needed on pavement section for the runway reconstruction in order to have a meeting.
 - The FAA will schedule a meeting to discuss pavement section for the runway reconstruction.
 - Continued coordination on this project with the County and FAA as needed.

Runway 8-26 and Taxiway A Pavement Improvements (County Project No. AEA 22-08)

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 3, 11, 18, 25, and 31, 2023.
- Throughout the month of May, Jviation worked on the Issued for Review documents for this project.
- **Upcoming:**
 - Continued coordination on this project with the County.
 - Jviation to provide the County with the Issued for Review plan set and contract documents for review.

Airport Pavement Management System (APMS) Update

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 3, 11, 18, 25, and 31, 2023.
- **Upcoming:**
 - Jviation will coordinate with subconsultants to assist with the completion of this project.
 - Jviation will finalize a scope of work and will submit it to the County for review.

Airport Capital Improvement Plan (ACIP) Update

- There were no updates from May 2023 on this task.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

Final Design for 2025 Runway/Taxiway Reconstruction (AIP Project No. 3-06-0339-040-2023)

- There were no updates from May 2023 on this task.
- **Upcoming:**
 - This task will be removed from next status update.

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

May 10, 2023

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 – April 2023

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of April 2023, by Jviation and our subconsultants for the Oxnard Airport:

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

- Throughout the month of April, the County and Jviation discussed this project during coordination meetings on April 6, 13, and 27, 2023.
- Throughout the month of April, Jviation and the County coordinated with the Prime Contractor, Sully-Miller, on construction closeout items.
- On April 13, 2023, Contractor Pay Application No. 7 (final) was distributed for signatures. It was signed by and distributed to all parties on April 27, 2023.
- **Upcoming:**
 - Jviation will continue project coordination with the County, FAA, and Sully-Miller.
 - County to provide Jviation with the Sponsor items needed for the Construction Closeout Report.
 - FAA to sign the FAA format of Change Order No. 6 which is for the reconciliation of as-built quantities.
 - County to process payment for Contractor Pay Application No. 7 (final) and finalize Release on Contract.

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

- Throughout the month of April, the County and Jviation discussed this project during coordination meetings on April 6, 13, and 27, 2023.
- Throughout the month of April, Jviation coordinated with Granite Construction (Granite) on material submittals, requests for information, and proposed construction schedule. Jviation also submitted daily reports to the County for each day of monitoring construction activities.
- Throughout the month of April, the County and Jviation coordinated with the FAA on material submittals and proposed construction schedule for this project.
- On April 3, 2023, Jviation conducted the QA/QC Workshop for this project and it was attended by Jviation and Granite as well as subcontractors to both firms.
- On April 4, 2023, Jviation attended the ORM discussion for the project hosted by the FAA.
- On April 4, 2023, Jviation and the County held a discussion regarding the reopening times of Runway 7-25 for the project.
- On April 4, 2023, Jviation and the County met onsite for a soil stockpiling location discussion.

- On April 4, 11, 18, and 25, 2023, Jviation conducted the weekly construction meetings for this project, and it was attended by the County, FAA, Granite, and subcontractors for Jviation and Granite.
- On April 5 and 6, 2023, Jviation was on-site during the closure of Runway 7-25 for pre-construction investigations associated with mobilization.
- On April 4 and 6, 2023, the tentative night closure schedule was provided to the County. This schedule was updated and distributed at each of the weekly construction meetings.
- On April 10, 2023, construction activities for Phase 1 of the reconstruction of Taxiways A through E commenced.
- On April 10, 2023, a draft letter to the FAA regarding the request for funding reimbursement for Change Order No. 2 Excess Soil Excavation was provided to the County for review.
- On April 10, 2023, County Change Order No. 2 Excess Soil Excavation was distributed for signatures.
- On April 11, 20, and 28, 2023, Jviation submitted the Weekly Construction Progress and Inspection Reports to the FAA and County.
- On April 13, 2023, County Change Order No. 2 Excess Soil Excavation was distributed to all parties.
- On April 13, 2023, Jviation provided the FAA with the Construction Management Plan (CMP) for this project. On April 25, 2023, Jviation contacted the FAA to confirm receipt of the CMP although no response has been provided by the FAA.
- On April 25, 2023, Jviation held the Pre-Pave Meeting for this project and it was attended by Granite and subcontractors for Jviation and Granite.
- On April 27, 2023, both the FAA and County versions of Change Order No. 1 FAA Pullboxes were distributed to all parties.
- On April 28, 2023, Change Order No. 3 FAA Line was provided to the County for review.
- **Upcoming:**
 - Jviation will continue project coordination with the County, FAA, and Granite.
 - FAA approval of Change Order No. 2 for hauling and stockpiling excess excavated material.
 - County review and FAA approval of Change No. 3 for adding an FAA line between existing FAA handholes adjacent to Taxiway E.

AIP Project No. 03-06-0179-043-2023 – Taxiway F Reconstruction (Design)

- Throughout the month of April, the County and Jviation discussed this project during coordination meetings on April 6, 13, and 27, 2023.
- On April 7, 2023, Jviation provided the County with the Issued for Review documents for the project. The County sent the Issued for Review documents to the FAA.
- **Upcoming:**
 - County and FAA to provide comments on the Issued for Review documents.
 - Jviation will submit the Issued for Bid project documents to the County.
 - County to execute the contract with Jviation for design and bidding services on this project.

Airport Pavement Management System (APMS) Update

- Throughout the month of April, the County and Jviation discussed this project during coordination meetings on April 6, 13 and 27, 2023.
- On April 7, 2023, the County informed Jviation that there are no PaveAir database files available from the previous consultant and to proceed with the use of PAVER as the new database system.
- **Upcoming:**
 - Jviation will coordinate with subconsultants to assist with the completion of this project.

- Jviation will finalize the scope of work and will submit it to the County for review.

Air Traffic Control Tower (ATCT) Facility Assessment

- Throughout the month of April, the County and Jviation discussed this project during coordination meetings on April 6, 12, and 27, 2023.
- On April 21, 2023, Jviation provided the County with the draft Facility Assessment report, photos taken during the assessment, and an Excel file of the ROM cost estimate for the improvements.
- **Upcoming:**
 - Jviation will continue project coordination with the County.
 - County to review the draft Facility Assessment report and provide comments to Jviation.

Airport Capital Improvement Plan (ACIP) Update

- There were no updates from April 2023 on this task.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

On-Call Services

- There were no updates from April 2023 on this task.
- **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

June 7, 2023

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

Re: Monthly Airport Project Status Update – May 2023

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of May 2023, by Jviation and our subconsultants for the Oxnard Airport:

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

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 3, 11, 18, 25, and 31, 2023.
- Throughout the month of May, Jviation and the County coordinated with the Prime Contractor, Sully-Miller, on construction closeout items.
- **Upcoming:**
 - Jviation will continue project coordination with the County, FAA, and Sully-Miller.
 - County to provide Jviation with the Sponsor items needed for the Construction Closeout Report.
 - FAA to sign the FAA format of Change Order No. 6 which is for the reconciliation of as-built quantities.
 - County to process payment for Contractor Pay Application No. 7 (final) and finalize Release on Contract.

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

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 3, 11, 18, 25, and 31, 2023.
- Throughout the month of May, Jviation coordinated with Granite Construction (Granite) on material submittals, requests for information, and proposed construction schedule. Jviation also submitted daily reports and stockpile updates to the County for each day of monitoring construction activities.
- Throughout the month of May, the County and Jviation coordinated with the FAA on material submittals and proposed construction schedule for this project.
- On May 2, 9, 16, 23, and 30, 2023, Jviation conducted the weekly construction meetings for this project, and it was attended by the County, FAA, Granite, and subcontractors for Jviation and Granite.
- On May 3, 10, 19, and 26, 2023, Jviation submitted the Weekly Construction Progress and Inspection Reports to the FAA and County.
- On May 9, 2023, Jviation provided the County with a draft email to provide to the FAA regarding the second P-401 asphalt control strip and potential to keep in place. This email was forwarded to the FAA on May 10, 2023. Ultimately, this control strip was removed, and the third control strip passed the quality assurance testing requirements on May 16, 2023.

- On May 16, 2023, Jviation provided the County with an updated county version of Change Order No. 3 for review.
- On May 18, 2023, Jviation confirmed that the FAA schedule for the moratorium would not affect the typical NAVAID shutdown times and that an additional SRM should not be needed.
- On May 25, 2023, Schedule I, Phase 1 was completed and Taxiway A was reopened for operations.
- On May 25, 2023, Jviation issued a stop day count letter to Granite for construction activities over the Memorial Day holiday weekend.
- On May 25, 2023, the County provided Jviation with final punch list items for the pavement markings along Taxiway A.
- On May 30, 2023, the day count for construction activities for Schedule I, Phase 2 resumed for the reconstruction of existing Taxiway E.
- On May 31, 2023, the preliminary punch list for Schedule I, Phase 1 was provided to Granite.
- On May 31, 2023, Jviation confirmed that the pavement markings were designed to the most current standard and that the existing taxiway naming convention would not be changed to the new naming convention until the end of the project.
- **Upcoming:**
 - Jviation will continue project coordination with the County, FAA, and Granite.
 - FAA approval of Change Order No. 2 for hauling and stockpiling excess excavated material.
 - County review and FAA approval of Change No. 3 for adding an FAA line between existing FAA handholes adjacent to Taxiway E.

AIP Project No. 03-06-0179-043-2023 – Taxiway F Reconstruction (Design)

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 3, 11, 18, 25, and 31, 2023.
- On May 3, 2023, the County requested that Jviation work with Ninyo & Moore to prepare a work plan for pre-construction waste characterization assessment to evaluate the presence of PFAS in shallow soils along Taxiway F.
- On May 5, 2023, the County requested that Jviation review on-airport locations to stockpile the unclassified excavation material that would not interfere with safety areas and Part 77 surfaces. Jviation provided potential locations for review during the coordination meeting.
- On May 9, 2023, a meeting was held with the County, Jviation, and Ninyo & Moore to discuss the PFAS soil management and reporting for the unclassified excavation required for the upcoming project.
- On May 12, 2023, the County provided Jviation with project information to utilize in the project plans and contract documents.
- On May 15, 2023, Jviation provided the County with a letter describing the revisions to the proposed taxiway pavement section design for review. The County sent the letter to the FAA.
- On May 15, 2023, Ninyo & Moore provided the proposal for the work plan for review; the County confirmed that the T&M proposal was appropriate. A subconsultant agreement was sent out for signature with Ninyo & Moore on May 29, 2023.
- On May 15, 2023, Jviation provided the proposed schedule for bidding to the County for review.
- On May 16, 2023, the County provided Jviation with the draft DBE goals to utilize in the project specifications.
- On May 17, 2023, the County provided review comments on the Issued for Review project contract documents; these comments were implemented in the Issued for Bid documents.

- On May 18, 2023, Jviation coordinated with the FAA to confirm the required NAVAID shutdowns and confirm FAA availability for the Taxiway F Reconstruction project.
- On May 18, 2023, the County informed Jviation that the FAA expressed it was up to the Sponsor to modify the pavement design, as long as it met FAA standard. Jviation proceeded with the revised pavement section design to minimize unclassified excavation quantities.
- On May 19, 2023, Jviation provided the County with the Notice Inviting Bids for project advertisement, which is for an Issued for Bid date of May 25, 2023.
- On May 25, 2023, Jviation provided the County with the Issued for Bid documents for the project. The County sent the Issued for Bid documents to the FAA.
- On May 25, 2023, the Issued for Bid project documents were available for download on the Jviation bid site. Potential bidders were individually notified that the project documents were posted to the bid site.
- On May 25, 2023, Jviation provided the County with an updated project cost breakdown for the project.
- On May 25, 2023, Jviation provided the County with a bid summary sheet.
- On May 25, 2023, the project was advertised for bid in the Ventura County Star.
- On May 30, 2023, Jviation provided the County with responses to the FAA questions regarding NAVAID shutdowns and FAA duct bank reconstruction.
- On May 31, 2023, Jviation submitted the 7460 airspace case for the CSPP for review by the FAA.
- On May 31, 2023, the County provided Jviation with the contract for design and bidding services on this project for signature.
- On May 31, 2023, Jviation provided the County with the revised federal grant application, checklist, and project cost breakdown for signature.
- **Upcoming:**
 - Jviation to hold the pre-bid conference for the project on June 8, 2023.
 - Final deadline for contractor questions is June 15, 2023. Jviation will prepare an addendum to respond to the questions received and will issue the addendum to all plan holders.
 - Jviation to sign the contract for design and bidding services on this project.

Airport Pavement Management System (APMS) Update

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 3, 11, 18, 25, and 31, 2023.
- **Upcoming:**
 - Jviation will coordinate with subconsultants to assist with the completion of this project.
 - Jviation will finalize the scope of work and will submit it to the County for review.

Air Traffic Control Tower (ATCT) Facility Assessment

- Throughout the month of May, the County and Jviation discussed this project during coordination meetings on May 3, 11, 18, 25, and 31, 2023.
- **Upcoming:**
 - Jviation will continue project coordination with the County.
 - County to review the draft Facility Assessment report and provide comments to Jviation.

Airport Capital Improvement Plan (ACIP) Update

- There were no updates from May 2023 on this task.
- **Upcoming:**
 - Jviation will wait for direction from the County on any future tasks.

On-Call Services

- There were no updates from May 2023 on this task.
- **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

PROJECT STATUS REPORT

Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc

Revision Date 2023-04-28



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
2206900-221833.01 AEA 23-03 AIP - N/A	CMA & OXR	<u>DESIGN SERVICES</u> <u>ON-CALL SERVICES (2022-2023)</u> <u>On-call services at the request of the County. Period is effective through June 30, 2023.</u>	a) Contract executed. b) Mead & Hunt finalized and submitted beacon study at CMA. c) Mead & Hunt submitted revised Base Part 26 DBE Program for County review on October 5, 2022. d) Mead & Hunt assisting the Wings Over Camarillo team with graphics; draft graphics submitted to Air Show staff. e) Mead & Hunt prepared final OXR and CMA SWPPP mapping for County submission. f) Mead & Hunt final design for CMA beacon: Project setup complete and submitted preliminary package. Geotechnical work change order was approved and subconsultant will be onsite second week of May. ATCT SRM panel cleared the project. g) Mead & Hunt to assist with grant closeout documentation for CMA AIP -037 and OXR AIP - 037.	28%	a) County review of item "c". b) Mead & Hunt issuing change order to Twining Inc. to proceed with Geotechnical exploration, scheduled for second week of May. c) Mead & Hunt provided draft grant closeout documentation for County review for item "g".
2206900-221958.01 CT 5020FY230000000000022 AIP - N/A	CMA & OXR	<u>DESIGN SERVICES</u> <u>GENERAL SERVICES AGENCY PURCHASE ORDER (2022-2023)</u> 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 final plan for perimeter road alignment. c) Mead & Hunt prepared leasehold graphic for OXR and CMA. d) Mead & Hunt to assist the County with lease graphics for Airport Properties Limited.	22%	a) Mead & Hunt assembly of item "d".

PROJECT STATUS REPORT

Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc

Revision Date 2023-07-06



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
2206900-221833.01 AEA 23-03 AIP - N/A	CMA & OXR	<u>DESIGN SERVICES</u> <u>ON-CALL SERVICES (2022-2023)</u> <u>On-call services at the request of the County. Period is effective through June 30, 2023.</u>	a) Contract executed. b) Mead & Hunt finalized and submitted beacon study at CMA. c) Base Part 26 DBE Program Consultation complete, goals computed and approved, and public notice of goals underway for County to post for 30-day review period (Mead & Hunt provided May 30th). d) Mead & Hunt assisting the Wings Over Camarillo team with graphics; draft graphics submitted to Air Show staff. e) Mead & Hunt prepared final OXR and CMA SWPPP mapping for County submission. f) Mead & Hunt final design for CMA beacon: Geotechnical work complete and report provided. Final submittal item pending beacon pole manufacturer pole characteristics and County items (front end specs, DOA No., Spec No., Plan sheet numbers). g) Mead & Hunt assisted with grant closeout documentation for CMA AIP -037 and OXR AIP - 037.	37%	a) County posting of public notice for DBE program for "c". When complete, Mead & Hunt can incorporate any comments and finalize. b) Mead & Hunt working on final bid package for item "f". County-provided items needed to complete.
2206900-221958.01 CT 5020FY230000000000022 AIP - N/A	CMA & OXR	<u>DESIGN SERVICES</u> <u>GENERAL SERVICES AGENCY PURCHASE ORDER (2022-2023)</u> 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 final plan for perimeter road alignment. c) Mead & Hunt prepared leasehold graphic for OXR and CMA. d) Mead & Hunt to assist the County with lease graphics and lease area calculations for Airport Properties Limited.	37%	a) Mead & Hunt assembly of item "d".

AIRPORT TENANT PROJECT STATUS July 6, 2023

CAMARILLO

- ➔ Airport Properties Limited (APL) Row I project received FAA required NEPA review/approval. Construction start pending.
- ➔ CloudNine Development project construction nearly complete. Temporary occupancy permit issued with final occupancy permit anticipated in July.

OXNARD

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

OTHER

- ➔ None

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

June 2023

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	<u>\$147,300</u>		<u>Coffman Assoc.</u>	<u>N/A</u>	<u>1/24/19</u>	<u>N/A</u>	TBD	<u>100</u>	Draft drainage study for RWY reconstruction (2025) finalized. Geometry study portion no longer needed. Contract to be closed out.
5	TWY H Pavement Rehabilitation (Seal Coat)	<u>\$273,576</u> <u>\$213,351</u>		<u>Mead & Hunt, Maxwell Asphalt</u>	<u>6/25/19</u>	<u>8/15/19</u>	<u>4/20/20</u>	<u>TBD</u>	<u>100</u> <u>100</u>	Grant closeout complete and approved by FAA.
5	CMA Airport Layout Plan Update	<u>\$391,621</u>		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/24/20</u>	<u>9/30/20</u>	<u>TBD</u>	<u>50</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. First public information meeting held April 18, 2023, sharing general information re: what an ALP Update involves and key information from the first two chapters of the study. Forecasts submitted and FAA approval received.

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 Conceptual Design for 2025 RWY and TWY Reconstruction	<u>\$187,260</u>		Jviation	<u>N/A</u>	<u>9/19/22</u>	<u>N/A</u>	<u>N/A</u>	<u>20</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, once the FAA sets a meeting date. Airport waiting for response to status request.
5	CMA Part 150 Noise Compatibility Study	<u>\$770,943</u>		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/30/22</u>	<u>N/A</u>	<u>N/A</u>	<u>25</u>	First PAC and public information meetings held March 21, 2023, sharing general information re: what a noise study involves and key information from the first two chapters of the study. Forecasts submitted and FAA approval received.
3	OXR RWY & TWY Connector Transitions Reconstruction	<u>\$12,832,636</u> <u>\$12,274,001</u>	\$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>99</u>	Final project closeout underway.
3	OXR TWY Connector Reconstruction	<u>\$335,960</u> <u>7,706,536</u>		Jviation Granite Construction	4/26/22	<u>12/17/21</u> TBD	4/3/23	7/21/23	<u>100</u> <u>20</u>	Construction began April 3, 2023. Taxiways A and E reconstruction complete. Final phase for Taxiways B, C, D reconstruction underway. Estimated project completion date to be updated once confirmed.

Sup. Dist.	Project Name Spec. Number	<u>Estimate</u> Low Bid	<u>CCO's</u> Claims	<u>Design</u> <u>Engr.</u> Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
3	OXR TWY Connector Reconstruction Construction Management Services	<u>\$674,799</u>		<u>Jviation</u>	N/A	<u>12/21/21</u>	4/3/23	7/21/23	<u>20</u>	Construction started April 3, 2023. Taxiways A and E reconstruction complete. Final phase for Taxiways B, C, D reconstruction underway. Estimated project completion date to be updated once confirmed.
3	OXR Part 150 Noise Compatibility Study	<u>\$770,943</u>		<u>Coffman</u> <u>Associates</u>	N/A	<u>9/30/22</u>	N/A	N/A	<u>25</u>	First PAC and public information meetings held March 20, 2023, sharing general information re: what a noise study involves and key information from the first two chapters of the study. Forecasts submitted and FAA approval received.
3	OXR ATCT Facility Assessment	<u>\$150,440</u>		<u>Jviation</u>	N/A	<u>12/21/22</u>	N/A	N/A		Site assessment completed in March. Draft assessment under review.

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 March 31, 2023
(Unaudited)

ASSETS

Cash	\$ 19,748,800
Cash - petty cash/change fund	500
Receivables:	
Accounts receivable net of allowance for Uncollectable accounts of \$20,000	500,800
Interest receivable	81,400
Current lease receivable - GASB 87	1,405,000
Grants receivable	-
Long term lease receivable - GASB 87	32,241,900
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	(51,626,100)
Deferred outflows related to pensions	869,000
Total assets	<u>\$ 109,397,900</u>

LIABILITIES

Accounts payable	\$ 133,000
Accrued liabilities	125,600
Short-term compensated absences	131,900
Due to other funds - GSA, ITS, PWA	-
Unearned revenue (prepayments)	295,900
Security deposit	824,200
Unreserved overpayments	241,800
Long-term compensated balances	80,000
Net pension liability	1,946,900
Deferred inflows lease receivables - GASB 87	33,646,800
Deferred inflows related to pensions	48,900
Total liabilities	<u>\$ 37,600,600</u>

NET ASSETS

Investment in capital assets net of related debt	\$ 54,550,500
Unrestricted Net Assets	17,246,800
Total net assets	<u>71,797,300</u>
Total liabilities and net assets	<u>\$ 109,397,900</u>

County of Ventura
Department of Airports
Fund: E300
Statement of Cash Flows
July 1, 2022 thru March 31, 2023
(Unaudited)

Operating Activities:

Permits	\$ 367,453
Fines and penalties	6,214
Rents and concessions	2,182,151
Percentage lease rent	190,891
Tiedown rents	94,474
Hangar rents	1,016,261
Land rent - hangars	412,139
Transient tiedown rents	16
Landing fees	110,931
Parking fees	10,268
Gas & oil fuel flow percentage	251,302
% rent-all other gross rec	1,771,395
Insurance claims	14,341
Hazmat collections	-
Miscellaneous	48,673
Salaries & Benefits	(2,624,143)
Service & Supplies	(1,943,601)
Interest Received	144,996
Interest Paid	-
Prepay/Security Deposit	(6,528)
CUE tax assessment	-
	<hr/>
Cash Provided by Operating Activities	\$ 2,047,233

Investing Activities:

State and federal grant receipts	3,741,719
Fixed asset sales/(purchases)	(398,400)
Capital Expenditures	(717,646)
	<hr/>
Cash Used in Investing Activities	2,625,673

Financing Activities:

Transfers out to other funds **	-
Principal Payment on Short & Long Term Debt	-
	<hr/>
Cash Provided by Financing Activities	-

Increase (Decrease) in Cash & Equivalents **\$ 4,672,906**

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

Cash & Equivalents-End of Period **\$ 19,748,792**

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2022 thru March 31, 2023
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Revenues:			
Permits	\$ 33,700	\$ 3,500	\$ 37,200
Fines and penalties	5,300	3,300	8,600
Rents and concessions	2,041,000	231,400	2,272,400
Percentage lease rent	75,100	109,800	184,900
Tiedown rents	90,400	7,600	98,000
Hangar rents	750,700	271,400	1,022,100
Land rent - hangars	333,600	89,500	423,100
Transient tiedown rents	-	-	-
Landing fees	93,800	17,100	110,900
Parking fees	-	10,300	10,300
Gas & oil fuel flow percentage	210,200	46,900	257,100
% rent-all other gross rec	1,512,700	386,900	1,899,600
Miscellaneous	42,000	3,800	45,800
Total operating revenues	<u>\$ 5,188,500</u>	<u>\$ 1,181,500</u>	<u>\$ 6,370,000</u>

Expenditures:

Current:

Salaries and wages	\$ 1,296,600	\$ 238,500	\$ 1,535,100
Benefits	856,900	223,600	1,080,500
Admin salaries allocated to Oxnard Airport	(122,800)	120,900	(1,900)
Agricultural	10,400	16,700	27,100
Uniforms and clothing	6,300	76,700	83,000
Communications	58,300	10,700	69,000
Household expense	13,900	52,800	66,700
Insurance	68,300	36,800	105,100
Indirect county costs	23,700	13,600	37,300
Maintenance-equipment	46,800	18,300	65,100
Maintenance-building and improvements	120,500	69,900	190,400
Memberships and dues	7,800	400	8,200
Miscellaneous expense	19,100	22,600	41,700
Office expense	27,200	3,000	30,200
Professional and specialized services	413,400	147,400	560,800
Rents and leases - equipment	36,100	20,000	56,100
Small tools and equipment	15,000	1,500	16,500
Transportation charges	90,400	83,800	174,200
Conference and seminars	7,700	5,900	13,600
Utilities	233,900	66,800	300,700
Education, books and training	13,700	4,000	17,700
Taxes and licenses	-	-	-
Bad debts	-	-	-

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2022 thru March 31, 2023
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Depreciation	665,700	626,800	1,292,500
Total operating expenditures	<u>\$ 3,908,900</u>	<u>\$ 1,860,700</u>	<u>\$ 5,769,600</u>
Operating income (loss)	<u>\$ 1,279,600</u>	<u>\$ (679,200)</u>	<u>\$ 600,400</u>
Non-operating revenues (expenses):			
State and federal grants	\$ -	\$ -	\$ -
CARES COVID-19 Grants	-	-	-
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-
Interest income	308,100	-	308,100
Insurance proceeds	4,300	-	4,300
Hazmat collections	-	-	-
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	<u>312,400</u>	<u>-</u>	<u>312,400</u>
Income (loss) before transfers	1,592,000	(679,200)	912,800
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Operating Gain/(Loss)	<u><u>\$ 1,592,000</u></u>	<u><u>\$ (679,200)</u></u>	<u><u>\$ 912,800</u></u>
Operating Gain/(Loss) before Depreciation	<u><u>\$ 2,257,700</u></u>	<u><u>\$ (52,400)</u></u>	<u><u>\$ 2,205,300</u></u>

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2022 thru March 31, 2023
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Mar 2023	Adjusted Budget as of Mar 2023	YTD Actuals & Accruals thru Mar 2023	% Variance
Revenues:				
Permits	\$ 32,758	\$ 32,758	\$ 33,700	103%
Fines and penalties	18,482	18,482	5,300	29%
Rents and concessions	2,775,570	2,775,570	2,041,000	74%
Percentage lease rent	138,923	138,923	75,100	54%
Tiedown rents	176,688	176,688	90,400	51%
Hangar rents	1,023,931	1,023,931	750,700	73%
Land rent - hangars	446,097	446,097	333,600	75%
Transient tiedown rents	6,631	6,631	-	0%
Landing fees	110,806	110,806	93,800	85%
Parking fees	-	-	-	0%
Gas & oil fuel flow percentage	265,955	265,955	210,200	79%
% rent-all other gross rec	2,039,171	2,039,171	1,512,700	74%
Miscellaneous	32,852	32,852	42,000	128%
Total operating revenues	<u>\$ 7,067,864</u>	<u>\$ 7,067,864</u>	<u>\$ 5,188,500</u>	<u>73%</u>
Expenditures:				
Current:				
Salaries and wages	\$ 2,184,170	\$ 2,184,170	\$ 1,296,600	59%
Benefits	1,216,844	1,216,844	856,900	70%
Admin Salary allocated to Oxnard Airport	(442,074)	(442,074)	(122,800)	28%
Agricultural	44,780	44,780	10,400	23%
Uniforms and clothing	15,040	15,040	6,300	42%
Communications	46,471	46,471	58,300	125%
Household expense	30,220	30,220	13,900	46%
Insurance	150,903	150,903	68,300	45%
Indirect county costs	49,736	49,736	23,700	0%
Maintenance-equipment	86,000	86,100	46,800	54%
Maintenance-building and improvements	868,910	876,335	120,500	14%
Medical	380	380	-	0%
Memberships and dues	8,999	8,999	7,800	87%
Miscellaneous	28,383	28,383	19,100	67%
Office expense	46,968	46,968	27,200	58%
Professional and specialized services	1,095,344	1,514,313	413,400	27%
Rents and leases - equipment	30,800	42,110	36,100	86%
Small tools and equipment	32,277	32,277	15,000	46%
Transportation charges	100,727	100,727	90,400	90%
Conference and seminars	39,125	39,125	7,700	20%
Utilities	226,700	226,700	233,900	103%
Education, books and training	17,310	17,310	13,700	79%
Taxes and licenses	4,958	4,958	-	0%
Bad debts	10,000	10,000	-	0%
Depreciation	928,772	928,772	665,700	72%
Total operating expenditures	<u>\$ 6,821,743</u>	<u>\$ 7,259,547</u>	<u>\$ 3,908,900</u>	<u>54%</u>
Operating income (loss)	<u>\$ 246,121</u>	<u>\$ (191,683)</u>	<u>\$ 1,279,600</u>	<u>-668%</u>

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2022 thru March 31, 2023
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Mar 2023	Adjusted Budget as of Mar 2023	YTD Actuals & Accruals thru Mar 2023	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ -	
Contribution to Outside Agency	(5,000)	(5,000)	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Interest income	51,804	51,804	308,100	595%
Interest expense	-	-	4,300	
Hazmat collections	-	-	-	
Other loan payments	-	-	-	
Total non-operating revenues (expenses)	46,804	46,804	312,400	667%
 Income (loss) before transfers	 292,925	 (144,879)	 1,592,000	 -1099%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
Operating Gain/(Loss)	\$ 292,925	\$ (144,879)	\$ 1,592,000	-1099%
 Operating Gain/(Loss) before Depreciation	 \$ 1,221,697	 \$ 783,893	 \$ 2,257,700	 288%

County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2022 thru March 31, 2023
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Mar 2023	Adjusted Budget as of Mar 2023	YTD Actuals & Accruals thru Mar 2023	% Variance
Revenues:				
Permits	\$ 2,688	\$ 2,688	\$ 3,500	130%
Fines and penalties	8,734	8,734	3,300	38%
Rents and concessions	292,975	292,975	231,400	79%
Percentage lease rent	174,745	174,745	109,800	63%
Tiedown rents	3,939	3,939	7,600	193%
Hangar rents	354,876	354,876	271,400	76%
Land rent - hangars	118,134	118,134	89,500	76%
Transient tiedown rents	363	363	-	0%
Landing fees	31,028	31,028	17,100	55%
Parking fees	9,952	9,952	10,300	103%
Gas & oil fuel flow percentage	42,038	42,038	46,900	112%
% rent-all other gross rec	547,681	547,681	386,900	71%
Miscellaneous	5,213	5,213	3,800	73%
Total operating revenues	<u>\$ 1,592,366</u>	<u>\$ 1,592,366</u>	<u>\$ 1,181,500</u>	<u>74%</u>
Expenditures:				
Current:				
Salaries and wages	\$ 478,816	\$ 478,816	\$ 238,500	50%
Benefits	358,460	358,460	223,600	62%
Admin salaries allocated from Camarillo Airport	432,074	432,074	120,900	28%
Agricultural	4,380	4,380	16,700	381%
Uniforms and clothing	18,891	18,891	76,700	406%
Communications	10,385	10,385	10,700	103%
Household expense	46,452	46,452	52,800	114%
Insurance	9,393	9,393	36,800	392%
Indirect county costs	21,778	21,778	13,600	0%
Maintenance-equipment	63,400	63,400	18,300	29%
Maintenance-building and improvements	305,952	306,181	69,900	23%
Medical	650	650	-	0%
Memberships and dues	1,995	1,995	400	20%
Miscellaneous expense	44,972	48,465	22,600	47%
Office expense	7,022	7,022	3,000	43%
Professional and specialized services	128,025	164,493	147,400	90%
Rents and leases - equipment	7,200	7,200	20,000	278%
Small tools and equipment	5,068	5,068	1,500	30%
Transportation charges	46,607	46,607	83,800	180%
Conference and seminars	33,850	33,850	5,900	17%
Utilities	130,203	130,203	66,800	51%
Education, books and training	1,300	1,300	4,000	0%
Bad debts	15,000	15,000	-	0%
Depreciation	882,510	882,510	626,800	71%
Total operating expenditures	<u>\$ 3,054,383</u>	<u>\$ 3,094,573</u>	<u>\$ 1,860,700</u>	<u>60%</u>
Operating income (loss)	<u>\$ (1,462,017)</u>	<u>\$ (1,502,207)</u>	<u>\$ (679,200)</u>	<u>45%</u>

County of Ventura
 Airport Enterprise-Oxnard
 Budget to Actual
 July 1, 2022 thru March 31, 2023
 (Rounded to the nearest hundred)
 (Unaudited)

	Adopted Budget as of Mar 2023	Adjusted Budget as of Mar 2023	YTD Actuals & Accruals thru Mar 2023	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ -	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Insurance Proceeds	-	-	10,025	
Other Loan Interest Payment	-	-	-	
Total non-operating revenues (expenses)	-	-	10,025	
Income (loss) before transfers	(1,462,017)	(1,502,207)	(669,175)	45%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
Operating Gain/(Loss)	\$ (1,462,017)	\$ (1,502,207)	\$ (669,175)	45%
Operating Gain/(Loss) before Depreciation	\$ (579,507)	\$ (619,697)	\$ (42,375)	-7%

2023 Meeting Schedules

Aviation Advisory Commission	Camarillo & Oxnard Airport Authorities
The Aviation Advisory Commission meets on the second Thursday of the month at the time noted below 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.
January 9 (Due to Holiday)	January 12
February 6 (Canceled)	February 9 (Canceled)
March 9 at 12:00 p.m.	March 9
April 13 (Canceled)	April 20 (Canceled)
May 11 at 12:00 p.m.	May 11
June 8 at 12:00 p.m.	June 8 (Canceled)
July 13 at 12:00 p.m.	July 13
August 10 at 12:00 p.m.	August 10
September TBD	September 14
October TBD	October 12
November TBD	November 9
December TBD	December 14





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>

April 18, 2023

RE: Public Records Request

Dear

Attached please find the estimate to retrieve information responsive to your Public Records Act Request dated April 3, 2023.

Once we have received your payment, we will provide the requested information within 14 days of payment.

Sincerely,

Madeline Herrie

Lease Manager

805-388-4243

Madeline.HERRLE@ventura.org

Enclosure



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>

ESTIMATE FOR PUBLIC RECORDS REQUEST

Date: April 18, 2023

To:

Your Public Records Request from April 3, 2023: "Any and all correspondence, communications, documents, files, records, reports and information, in any form, including, but not limited to hard copies and electronically stored data, from any and all emails or accounts used for transmitting official business (including personal email) evidencing:

How the neighborhoods now being overflown were informed of the change in flight direction from the Oxnard Airport to encourage a right turn from runway 7-25 and the dramatic increase in flights prior to its implementation"

Hours	Items	Description	Unit Price	Total
7.0		Retrieve, print & package	24.00	168.00
1.0		Review by County Counsel of items Subject to PRR	24.00	24.00
130		Number of pages	.035	4.55
-2.0		First 2 hours, deducted per Ord No 4339		(48.00)

Total Due \$148.55

The above is only an estimate

The estimate also includes redaction of private information as needed.

Ventura County Department of Airports Undergoes Taxiway Reconstruction, Addresses Concerns Related to the Project



The Ventura County Department of Airports is undergoing a scheduled taxiway pavement repair project at Oxnard Airport (OXR). The reconstruction project, which began in early April, includes taxiway connectors A-E and on the 11-acre site adjacent to Ventura Boulevard – all property owned by the County of Ventura.

The construction is taking place primarily in the overnight hours due to the Federal Aviation Administration's (FAA) restrictions related to working on an active taxiway. The project is slated to be completed by July 21, 2023, and will also include the installation of a permanent fence around the entire 11 acres. Most airport construction is completed overnight due to the FAA's restrictions of working in active runway and taxiway protection zones for safety reasons. All construction, including stockpiling operations occurs between the hours of 10 p.m. to 6 a.m.

Concerns from the community regarding construction noise have been raised and are being addressed. The Department of Airports is working closely with the contractor to minimize disturbance to neighboring residential communities.

As part of the project, the Department is also working to provide clarification regarding soil being stored near OXR.

The Department of Airports, as required by the Los Angeles Region Water Quality Control Board, is temporarily stockpiling excess soil from the taxiway project. Contractors are following a strict soils management program, which was approved by the Water Quality Control Board. Soil testing will ultimately be conducted as part of the Board's ongoing investigation regarding the presence of polyfluoroalkyl chemicals (PFAS), found in aircraft firefighting foam. Based on findings from previous environmental investigations conducted at the site, low concentrations of PFAS are present in soil. As such, there is potential for PFAS compounds to be present in excavated soil removed as part of the reconstruction project. Therefore, the soil is being placed on a plastic liner and covered to eliminate any possible spread of the soil before it is relocated. Once testing is completed, the soil will either be reused for other airport projects or taken offsite.

PFAS is a chemical that is also commonly found in non-stick cookware, plastic food packaging, stain-resistant fabric, and cosmetics. Because of its widespread use, regulatory agencies are investigating use of this chemical in different applications to more clearly identify thresholds for safer use of the PFAS chemical.

The County of Ventura and Department of Airports are committed to prioritizing public health and safety and will continue to work closely with the State Waterboard to ensure any additional measures of safety are taken.

Information related to the taxiway reconstruction project was initially distributed to the public in December 2022.

For more information, please visit vcariports.org or e-mail AirportInfo@ventura.org.

April 25, 2023



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>

May 1, 2023

RE:

– Notice of Rent Adjustment June 1, 2023

Dear

In accordance with our Memorandum of Understanding, Section 3, for the premises at Camarillo Airport Business Park, monthly rent is set to adjust each five years based on the then-current non-aviation land rent.

The non-aviation land rent of \$1.50 per square foot per year equates to a new monthly rental fee on the 43,560 square foot parcel of \$5,445.00 per month, effective June 1, 2023.

$43,560 \text{ square feet} \times \$1.50 \text{ per square foot per year} = \$5,445.00 \text{ per month}$

Should you have any questions above this matter please contact me. Thank you for your attention to this change.

Sincerely,

Madeline Herrle

Lease Manager

805-388-4243

Madeline.HERRLE@ventura.org

Cc: Accounting



COUNTY of VENTURA

Department of Airports

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Phone: (805) 388-4372
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May 1, 2023

RE: Letter of Credit Number S100410, Amendment Number 001 dated April 14, 2023
Golden West Air Terminals, Inc.

Dear

Enclosed is an original Standby Letter of Credit Amendment which we have signed for the County of Ventura Department of Airports.

Thank you for your assistance.

Sincerely,

Madeline Herrle

Lease Manager

805-388-4243

Madeline.HERRLE@ventura.org

Enclosure



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
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<https://vcairports.org>

May 11, 2023

Top Flight Aviation

**Subject: Camarillo Airport Hours of Operation
Departures Between 12:00 a.m. and 5:00 a.m.**

Dear Operator,

On May 11, 2023, an aircraft we believe is owned and/or operated by Top Flight Aviation departed Camarillo Airport (KCMA) at 12:07 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 (12:00 a.m. and 5:00 a.m. 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 12:00 a.m. and 5:00 a.m. 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

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Camarillo, CA 93010
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May 17, 2023

RE: FAA MOA No 690EG4-20-L-00090
CMA – Camarillo Airport
Camarillo, California

Dear Ms.

Enclosed for your further handling are a County – executed MOA agreement for various FAA facilities at the Camarillo airport (CMA) and the requested Public Authorization Certificate which has been executed by Ventura County Counsel.

As you have indicated in your previous correspondence, you will obtain the FAA signature and return a fully executed document to us for our records.

Thank you for your cooperation.

Sincerely,

Madeline Herrle
Lease Manager

805-388-4243

Madeline.HERRLE@ventura.org

Enclosures



COUNTY of VENTURA
Department of Airports

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May 29, 2023

24/7 Jet, Inc

Subject: Camarillo Airport Hours of Operation

Dear Operator,

Our flight tracking system has identified several instances in which aircraft we believe are owned and/or operated by 24/7 Jet, Inc. arrived at Camarillo Airport (KCMA) between the hours of 12 a.m. and 5 a.m. The most recent instance was May 27, 2023, when tail number N landed at KCMA at 1:09 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 departures between 0800Z-1300Z (12:00 a.m. and 5:00 a.m. local time) are not allowed, without prior permission. While arrivals are permitted during this time, we do ask aircraft operators to limit activity between 12 a.m. and 5 a.m. whenever possible in consideration of neighbors in nearby residential communities.

The existing departure curfew stems 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 12:00 a.m. and 5:00 a.m. 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



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June 1, 2023

Ms. Jackie Rose, Director
Ventura County Animal Services
600 Aviation Drive
Camarillo, CA 93010

RE: Clear the Shelter Event – August 26, 2023

Dear Director Rose:

This letter shall serve as authorization for Ventura County Animal Services ("VCAS") to hold its pet adoption event entitled "Clear the Shelters" on Saturday, August 26, 2023 on County property at 600 Aviation Drive, Camarillo, A. In addition, VCAS may utilize the gravel parking lot at the corner of Convair Street and Aviation Drive for its event.

VCAS may post two banners advertising the event up to one week in advance on County property, at the intersection of Airport Way and Pleasant Valley Road or another location agreed upon between the parties (located on County property).

Please contact me with any questions regarding this permission.

Sincerely,


Dave Nafie
Deputy Director – 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
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June 1, 2023

Ms. Jackie Rose, Director
Ventura County Animal Services
600 Aviation Drive
Camarillo, CA 93010

RE: Modification to side yard area at NWC of Aviation Drive & Convair Street

Dear Ms. Rose:

Thank you for the submittal of the proposed plan to remove a portion of parking lot curb and fencing on the VCAS leased parcel in order to allow access by vehicles to the west sideyard formerly used by Animal Services for large animal enclosure, for the purposes of vehicle parking and storage of an emergency response trailer. VCAS further proposes to grade the area and lay down bark mulch.

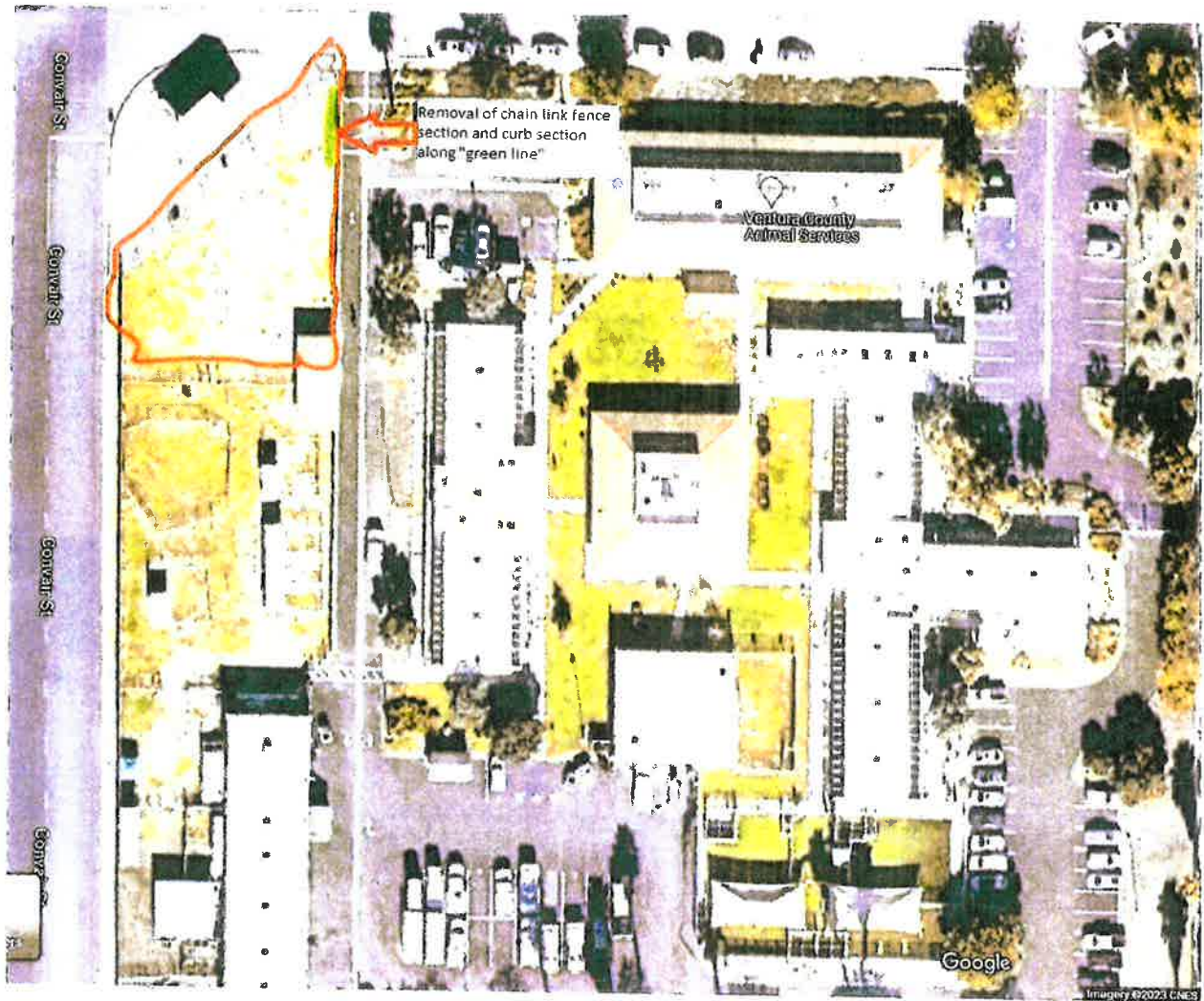
Please accept this letter as confirmation of approval of the modification by the County of Ventura Department of Airports.

Thank you for your cooperation.

Sincerely,


Dave Nafie
Deputy Director - Ventura County Department of Airports

Enclosure (Exhibit)





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

VIA CERTIFIED MAIL, USPS and EMAIL

June 1, 2023

Mr. Ryan Smith, Senior Real Estate Officer

RE: File No. 6375-001
Department of Food and Agriculture
295 Durley Avenue, Suites A & B
Camarillo, CA 93010

NOTICE OF LEASE TERMINATION

Dear Mr. Smith:

The purpose of this communication is to provide the State of California, Department of Food and Agriculture, notice that the County of Ventura is terminating the above referenced lease effective as of June 30, 2023. Thank you for your tenancy.

Sincerely,

A handwritten signature in blue ink that reads "Madeline Herrle".

Madeline Herrle
Lease Manager

805-388-4243

Madeline.HERRLE@ventura.org



COUNTY of VENTURA
Department of Airports

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Camarillo, CA 93010
Phone: (805) 388-4372
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June 11, 2023

Channel Islands Aviation Inc.

Subject: Camarillo Airport Hours of Operation
Departures Between 12:00 a.m. and 5:00 a.m.
N

Dear Operator,

On May 11, 2023, an aircraft we believe is owned and/or operated by Channel Islands Aviation, Inc. departed Camarillo Airport (KCMA) multiple times between 12:02 a.m. and 12:11 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 (12:00 a.m. and 5:00 a.m. 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 12:00 a.m. and 5:00 a.m. 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

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<https://vcairports.org>

June 13, 2023

President – Board of Directors
NAMI Ventura County

RE: Early lease termination – Camarillo office

Dear

Thank you for your letter dated June 1, 2023 regarding NAMI's request for an early lease termination for the offices located here at the Camarillo Airport Business Park.

Although your lease does not allow for an early termination, the Department of Airports is willing to allow the early termination as of August 7, 2023 as you requested.

For the lease deposit, we must require that the deposit remain available until we review the office condition after you vacate, particularly because NAMI made additions to the space which may need to be removed and those costs offset against the deposit.

Please keep us apprised as the date draws nearer and we can expedite inspections.
Thank you.

Sincerely,

Madeline Herrle
Lease Manager

805-388-4243

Madeline.HERRLE@ventura.org

Cc: Keith Freitas, Director of Airports

Airports set second phase of noise study

June 17, 2023

By Scott Steepleton
scott@theacorn.com



SOUNDING OFF—A Bombardier Challenger 604 lands at the Camarillo Airport in 2021. Acorn file photo

Part two of a noise study involving sophisticated monitoring devices is coming soon to the Camarillo and Oxnard airports.

Aside from homeowners who volunteer to allow the sensors on their property, the public won't know where the devices will be placed and when they'll be used.

The county Department of Airports' noise compatibility studies are intended to address key concerns from the community regarding noise exposure in residential neighborhoods surrounding both airports, said Jannette Jauregui, airports spokesperson.

As reported earlier in the *Acorn*, one aspect of the study is an update of existing noise exposure maps. To do this, airport officials followed FAA guidelines to ensure that noise monitoring locations best represent the neighborhoods most affected by aircraft noise.

"The Department of Airports also selected critical sites that are not connected to a residence, including the water tower in Camarillo," Jauregui said in a statement.

the recent overcast weather and lower than normal aircraft operations.

"We are making this additional investment so that we can be confident that the data collected properly represents noise exposure experienced by our neighbors," Jauregui said.

The *Acorn* asked where the monitors would be placed, but Jauregui did not respond.

In a subsequent statement, she said, "The Department of Airports will not share identifying information related to where noise monitoring equipment is located, nor will we give advanced notice of when the noise monitoring will take place."

This is done out of respect for the privacy of homeowners who volunteer to serve as hosting sites and to ensure pilots don't alter their behavior to game the results.

The next phase of the study will take place over the next few months.



COUNTY of VENTURA
Department of Airports

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<https://vcairports.org>

June 23, 2023

[REGISTRATION PENDING AS OF JUNE 13, 2023. NO ADDRESS AVAILABLE]

Subject: Camarillo Airport Hours of Operation
Departures Between 12:00 a.m. and 5:00 a.m.
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Dear Operator,

On June 23, 2023, an aircraft we believe is owned and/or operated by [INSERT OWNER NAME] departed Camarillo Airport (KCMA) at 12:33 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 (12:00 a.m. and 5:00 a.m. 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 12:00 a.m. and 5:00 a.m. 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