

Members of the public are allotted three (3) minutes per item or a cumulative total of five (5) minutes for multiple items at a single meeting unless the time allotment is increased or decreased by the Chair depending on the number of speakers. Please ensure that all background noise is muted (TV, radio, etc.).

4. Email or Mail Public Comment in Advance of the Meeting:

If you wish to make a written comment on a specific agenda item by email or mail, please submit your comment by 12:00 p.m. on the day prior to the meeting. Your written comment will be distributed to Authority members and made part of the permanent meeting record. Written comments will be made available to the public and can be viewed online at vcairports.org/camarillo-and-oxnard-meeting-archives or in person at the Airport Administration Office located at 555 Airport Way, Suite B, Camarillo, CA 93010.

Public comments submitted in writing are public record and subject to disclosure. An unredacted version is made available when records are requested by a Public Records Act request. Please do not submit personal contact information you do not want to be made public.

Comments submitted by email can be sent to airportmeetings@ventura.org. In the **Subject Line** of the email please indicate “**CAA/OAA Meeting Comment**” and the **Agenda item number** on which you are commenting (e.g., CAA/OAA Meeting Comment – Agenda Item No. 5) then proceed with your comment in the body of the e-mail.

Comments submitted by mail can be sent to 555 Airport Way, Ste. B, Camarillo, CA 93010, **Attention: Denise Arreola**. In the **Subject Line** of the correspondence please indicate “**CAA/OAA Meeting Comment**” and the **Agenda item number** on which you are commenting (e.g., CAA/OAA Meeting Comment – Agenda Item No. 5) then proceed with your comment in the body of the correspondence.

AGENDA

1. CALL to ORDER and PLEDGE of ALLEGIANCE
2. ROLL CALL
3. AGENDA REVIEW
4. APPROVAL of MINUTES – July 11, 2024 Pages 11-17
5. PUBLIC COMMENT PERIOD

Airport related comments are allotted three (3) minutes per item or a cumulative total of five (5) minutes for multiple items at a single meeting unless the time allotment is increased or decreased by the Chair depending on the number of speakers. 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:

If you wish to make a written comment on a specific agenda item by email or mail, please submit your comment by 12:00 p.m. on the day prior to the meeting. Your written comment will be distributed to Authority members and made part of the permanent meeting record. Written comments will be made available to the public and can be viewed online at vcairports.org/camarillo-and-oxnard-meeting-archives or in person at the Airport Administration Office located at 555 Airport Way, Suite B, Camarillo, CA 93010.

Public comments submitted in writing are public record and subject to disclosure. An unredacted version is made available when records are requested by a Public Records Act request. Please do not submit personal contact information you do not want to be made public.

6. CONSENT AGENDA

Consent Agenda items are routine and non-controversial. Items are reviewed and approved together as recommended and without discussion unless an item is pulled for a separate action by the Authorities on the Regular Agenda. Consent items are heard at the Authorities discretion and may be heard at any time during the meeting.

CAMARILLO AIRPORT AUTHORITY

A. Subject: Find That the Airport Rotating Beacon Replacement Project is Categorically Exempt from the California Environmental Quality Act [Pages 18-21](#)

Recommendation:

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

Find that the Airport Rotating Beacon Replacement Project is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15303 and Section 15311.

B. Subject: Authorization for the Director of Airports or His Designee, to Accept and Sign Federal Aviation Administration Grant, When Offered, in an Estimated Amount of \$1,830,218, Which Will Provide Funds for the Final Design of Runway 8-26 Reconstruction at Camarillo Airport; Authorization for the Director of Airports or His Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements; and Approval and Award of Consultant Services Contract to Woolpert, Inc., in the Not to Exceed Amount of \$1,928,510, for Final Design of Runway 8-26 Reconstruction at Camarillo Airport, Conditioned Upon Receipt of Federal Aviation Administration and/or Caltrans Grants Sufficient to Fund No Less than 85 percent of the Design Costs; Authorization for the Director of Airports, or His Designee, to Execute the Subject Contracts [Pages 22-95](#)

Recommendations:

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

1. Authorize the Director of Airports or his designee, to accept and sign a Federal Aviation Administration (FAA) Grant, when offered, in an estimated amount of \$1,830,218, Final Design of Runway 8-26 Reconstruction at Camarillo Airport; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for matching grants from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements; and
4. Approval and award of consultant services contracts to Woolpert, Inc. (Woolpert) in the not to exceed sum amount of \$1,928,510, for the Final Design of Runway 8-26 Reconstruction at Camarillo Airport, (Exhibit 1), conditioned upon receipt of Federal Aviation Administration and/or Caltrans grants sufficient to fund no less than 85 percent

of the study costs; and

5. Authorization for the Director of Airports, or his designee, to execute the subject contract.

C. Subject: Approval of Airport Properties Limited, LLC., - Fourth Amendment to Lease – Correction of the Typographical Error in the Third Amendment to Lease of the Leased Square Footage for Option Property 7 (Hangar M) Pages 96-111

Recommendation:

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

Approve the proposed modification to the square footage description for Option Property 7 as outlined in the attached Fourth Amendment to lease with Airport Properties Limited, LLC.

OXNARD AIRPORT AUTHORITY

D. Subject: Approval of, and Authorization for the Director of Airports or His Designee to Sign, Contract Change Order No. 3 in the Amount of \$774,691 with Security Paving Company, Inc. for the Reconstruction of Taxiway F (renamed A) at Oxnard Airport, Raising the Total Contract Amount from \$17,538,294 to a Total Amount of \$18,433,589; Project Specification DOA 23-03 and Project No. OXR-150 Pages 112-118

Recommendation:

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

Approve and authorize the Director of Airports or his designee to sign, Contract Change Order No. 3 (Exhibit 1) in the amount of \$774,691 with Security Paving Company, Inc. for the Reconstruction of Taxiway F (renamed A) at Oxnard Airport, raising the total contract amount from \$17,538,294 to a total amount of \$18,433,589.

7. REGULAR AGENDA

Regular Agenda items are heard at the Authorities discretion and may be heard at any time during the meeting.

CAMARILLO AIRPORT AUTHORITY

E. Subject: Approval and Award of Consultant Services Contract to Coffman Associates, Inc., in the Lump Sum Amount of \$268,400, for Approach and Procedure Analysis and Implementation if Needed at Camarillo Airport; Authorization for the Director of Airports, or His Designee, to Sign the Subject Contracts Pages 119-143

Recommendations:

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

1. Approve and award of consultant services contracts to Coffman Associates, Inc. in the lump sum amount of \$268,400, for Approach and Procedure Analysis and implementation if needed at Camarillo Airport, (Exhibit 1); and
2. Authorization for the Director of Airports, or his designee, to sign the subject contracts.

CAMARILLO AND OXNARD AIRPORT AUTHORITY

F. Subject: Receive and File a Presentation by the County of Ventura Assessor’s Office Regarding Possessory Interest Assessments Pages 144-160

Recommendation:

Receive and file a presentation by the County of Ventura Assessor’s Office regarding possessory interest assessments.

G. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, an Updated Master Administrative Agreement with the University of Alaska Fairbanks to Continue a Working Relationship for Unmanned Aircraft Systems Related Testing, Research, and Education; Authorization for Director of Airports or Designee to Sign a Task Order Agreement with the University of Alaska Fairbanks in the Not-to-Exceed Amount of \$53,691.48 for Consulting Services in Support of Development and Maintenance of a Flight Testing Area to and from the Oxnard and Camarillo Airports Pages 161-181

Recommendations:

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

1. Approve, and authorize the Director of Airports or his designee to sign, the revised Master Administrative Agreement between the County of Ventura and the University of Alaska Fairbanks (Exhibit 1), to continue our working relationship for Unmanned Aircraft Systems (UAS) related testing, research, and education; and
2. Authorize the Director of Airports or his designee to sign the first Task Order with the University of Alaska Fairbanks (Exhibit 2), not to exceed \$53,691.48, to provide consulting services in support of the development and maintenance of flight-testing area to and from the Oxnard and Camarillo Airports.

H. Subject: Receive and File a Monthly Staff Update from Communications and Engagement Manager Regarding Ventura County Airports Pages 182-183

Recommendation:

Receive and file a monthly staff update from Communications and Engagement Manager Regarding Ventura County Airports.

8. DIRECTOR’S REPORT

9. REPORTS Pages 184-212

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 – June, July 2024
- Monthly Noise Complaints – June, July 2024
- Consultant Reports (Coffman Associates) – June, July 2024
- Consultant Reports (Woolpert – Camarillo Airport) – June, July 2024
- Consultant Reports (Woolpert – Oxnard Airport) – June, July 2024
- Consultant Reports (Mead & Hunt) – July 2024
- Airport Tenant Projects – August 2024
- Project Status Report – August 2024
- Meeting Calendars – 2024

10. CORRESPONDENCE Pages 213-238

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.

Camarillo Acorn Briefs dated June 1, 2024, re: replacing the bridge at Las Posas Road and Ventura Boulevard in Camarillo

Department of Airports News dated June 26, 2024, re: Increase in Helicopter Activity and Wildfire Preparation

Camarillo Acorn article dated June 29, 2024, re: Helicopter activity linked to fire training

Department of Airports News dated July 23, 2024, re: Wings Over Camarillo Slated for August 17th, 18th

Department of Airports News dated July 24, 2024, re: Notice of Increased Helicopter Activity

Ventura County Star article dated July 25, 2024, re: Small plane crashes at Camarillo Airport; pilot unharmed

Letter from Erin Powers, Projects Administrator, dated August 2, 2024, to Gail Campos, FAA Environmental Protection Specialist – Western Pacific Region, re: OXR Part 150 NEMs – Revision No. 2 Per FAA Comments

Ventura County Star article dated August 13, 2024, re: Wings Over Camarillo Air Show launches into action this weekend. Here's what to know

Department of Airports News dated August 14, 2024, re: What to Expect from the 2024 Wings Over Camarillo Air Show

Department of Airports feature story by Jannette Jauregui, Communications and Engagement Manager, re: Wings Over Camarillo Leaves Audiences in Awe While Giving Back to Non-Profits

Camarillo Acorn article dated August 17, 2024, re: Noise concern leads to change at air show

Ventura County Star article dated August 19, 2024, re: Crowds wowed at Wings over Camarillo air show

Department of Airports Project Schedule Announcement dated August 19, 2024, re: Camarillo Airport Runway 8-26 and Taxiway A Pavement Repair Project

Camarillo Acorn article dated August 24, 2024, re: Wings Over Camarillo gives back to nonprofits

Camarillo Acorn article dated August 24, 2024, re: SKY'S NO LIMIT

Department of Airports News dated August 24, 2024, re: Precautionary Aircraft Landing in Santa Paula Riverbed

Department of Airports News dated August 25, 2024, re: Aircraft Reported Down in Santa Paula – August 25, 2024

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

12. ADJOURNMENT

The next regular Authority meeting will be on **Thursday, October 10, 2024, 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/81359170870?pwd=CWGbWpN5xQ3XQHbVGOVFr2MD0msbAg.1>

Webinar ID: 813 5917 0870

Passcode: 544631

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.

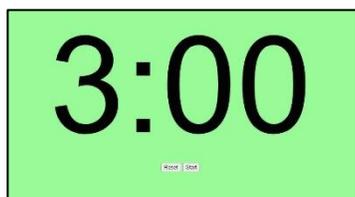
Telephone: You may observe the meeting via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to the 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 are allotted three (3) minutes per item or a cumulative total of five (5) minutes for multiple items at a single meeting. 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 (or 5 minutes if you multiple items to speak on). The timer starts green indicating you have 3 or 5 minutes; when the time hits 1 minute remaining, the timer will change to yellow; when the 3 or 5 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 or 5 minutes has begun; when the time hits 1 minute remaining; when the 3 or 5 minutes have elapsed.





CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

MINUTES

July 11, 2024

1. CALL to ORDER and PLEDGE of ALLEGIANCE

OAA Chair Vianey Lopez, called the meeting to order at 6:32 p.m. OAA Public Member Barbara Filkins then led the pledge of allegiance.

2. ROLL CALL

CAA PRESENT

Vianey Lopez
Tony Trembley
Scott Barer
Susan Santangelo

CAA ABSENT

Kelly Long (E)

OAA PRESENT

Vianey Lopez
Barbara Filkins
Bert Perello
Gabe Teran

OAA ABSENT

Kelly Long (E)

Excused (E)

Late (L)

Alternate (Alt)

AIRPORT STAFF

Keith Freitas, Director
Dave Nafie, Deputy Director
Casey Pullman, Deputy Director
Erin Powers, Projects Administrator
Jannette Jauregui, Communications & Engagement Manager
Denise Arreola, Management Assistant

PRESENTERS

William "Bill" Thomas, Wings
Over Camarillo Air Boss

3. AGENDA REVIEW

No changes to the agenda.

4. APPROVAL OF MINUTES – June 13, 2024

Camarillo Airport Authority: Public Member Scott Barer moved to approve the June 13, 2024, meeting minutes and Councilmember Susan Santangelo seconded the motion. All members voted and the motion passed unanimously 4-0.

Oxnard Airport Authority: Councilmember Bert Perello moved to approve the June 13, 2024, meeting minutes and Councilmember Gabe Teran seconded the motion. All members voted in favor and the motion passed unanimously 4-0.

5. PUBLIC COMMENT PERIOD

No public comments.

6. NEW BUSINESS

CAMARILLO AND OXNARD AIRPORT AUTHORITY

A. Subject: Receive and File a Monthly Staff Update from Communications and Engagement Manager Regarding Ventura County Airports

Recommendation:

Receive and file a monthly staff update from Communications and Engagement Manager Regarding Ventura County Airports.

Jannette Jauregui, Communications and Engagement Manager, presented the Department of Airports ninth feature story. The segment featured a story highlighting the annual Wings Over Camarillo Air Show that is scheduled for August 17th and 18th 2024.

Camarillo Airport Authority: Without motion, the Authorities receive the staff update from Communications and Engagement Manager regarding Ventura County Airports.

Oxnard Airport Authority: Without motion, the Authorities receive the staff update from Communications and Engagement Manager regarding Ventura County Airports.

B. Subject: Receive and File Staff Update Regarding Video Surveillance and Access Control System Installation at Camarillo and Oxnard Airports

Recommendation:

Receive and file staff update regarding the installation of a new video surveillance and access control system at Camarillo and Oxnard Airports.

Casey Pullman, Deputy Director, provided the Authorities with the project history and an update as to future of the video surveillance and access control system at both Camarillo and Oxnard Airports. Questions from the Authorities, including gate card transitions, were welcomed and addressed by staff.

Camarillo Airport Authority: Without motion, the Authorities receive the staff update regarding video surveillance and access control system installation at Camarillo Airport.

Oxnard Airport Authority: Without motion, the Authorities receive the staff update regarding video surveillance and access control system installation at Oxnard Airport.

CAMARILLO AIRPORT AUTHORITY

C. Subject: Support Recommendation by the Director of Airports to Expedite the Review of the Camarillo Airport Part 150 Noise Study Flight Path Alternative Analysis

Recommendation:

Staff requests that your Commission/Authorities support the Director of Airports recommendation to expedite the review of the Camarillo Airport flight path alternative analysis.

Keith Freitas, Director of Airports, presented this item for its recommended support from the Camarillo Airport Authority. The presentation provided detailed visuals explaining the next steps for Camarillo Airport and its Part 150 Noise Study flight path alternative analysis. Questions from the Authorities addressed. Comments of appreciation from the Authorities regarding transparency and responsiveness from the Department were heard.

Camarillo Airport Authority: Councilmember Susan Santangelo moved to support the Director of Airports recommendation to expedite the review of the Camarillo Airport Part 150 Noise Study flight path alternative analysis and Public Member Scott Barer seconded the motion of support. All members voted and the motion passed unanimously 4-0.

D. Subject: Approval of, and Authorization for the Director of Airports or His Designee to Sign, Amendment No. 2 to the Consulting Services Contract for the Camarillo Airport - Airport Layout Plan Update with Coffman Associates, Inc., Increasing the Total Amount of the Contract by \$126,759 to \$812,791, and Increasing the Airport's Cost Share of the Contract from \$333,573 to \$460,332

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, Amendment No. 2 to the Consulting Services Contract for the Camarillo Airport - Airport Layout Plan Update with Coffman Associates, Inc., increasing the total amount of the contract by \$126,759 to \$812,791, and increasing the Airport's cost share of the contract from \$333,573 to \$460,332 (Exhibit 1).

Erin Powers, Projects Administrator, presented this item for its recommended approval by the Board of Supervisors. The presentation explained the Department's necessity of the second amendment to the consulting services contract with Coffman Associates.

Camarillo Airport Authority: Public Member Scott Barer moved to approve staff's recommendation and Supervisor Vianey Lopez seconded the motion to approve, and authorize the Director of Airports or his designee to sign, Amendment No. 2 to the Consulting Services Contract for the Camarillo Airport - Airport Layout Plan Update with Coffman Associates, Inc., increasing the total amount of the contract by \$126,759 to \$812,791, and increasing the Airport's cost share of the contract from \$333,573 to \$460,332 All members voted and the motion passed unanimously 4-0.

E. 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 17th and 18th, 2024, at Camarillo Airport.

William "Bill" Thomas, Wings Over Camarillo Air Boss, provided the Camarillo Airport Authority a thorough presentation on the 43rd annual Wings Over Camarillo Air Show – "Saluting Test Pilots". Comments from the Authorities, including suggestions regarding the parking situation were welcomed, and addressed. Further comments of appreciation to the Wings Over Camarillo staff regarding the STEM pavilion and working with Animal Shelter were heard.

Camarillo Airport Authority: Without motion, the Camarillo Airport Authority receives the presentation on the Wings Over Camarillo Air Show at Camarillo Airport.

7. DIRECTOR'S REPORT

The Department of Airports Accounting Team, Jamal, Corey, Tara, Jeanette and Shannon, are recognized for their hard work closing out this fiscal season. As a team they did a fabulous job pulling together the Department of Airports complex budget and processing through timely to the Board of Supervisors.

The Helimax CH-47 Chinook is onsite at Camarillo Airport to assist the two Ventura County Fire Department Firehawk helicopters. The 3,000-gallon tank will assist in doing their part to protect Ventura County residents during the fire season. During the Air Show they relocate to Oxnard Airport. Some recent noise activity has come from this aircraft.

The Department of Airports has completed its Strategic Planning document. Together, staff worked to establish their ongoing commitment to the Department for the next five-to-ten years. The document which will be posted throughout the Department emphasizes staff's Mission, Vision, and Values to both Airports and service to our customers.

The Taxiway A Asphalt Re-Pavement Project at Oxnard Airport has wrapped up the second out of four phases. The project is going well, is on target for completion, and on budget. It is important to note that this is the final phase of the three projects that began 3 ½ years ago. The runway, taxiway connector, and now the parallel taxiway now has just under \$40 million in new pavement. Oxnard Airport should be in good shape for the next 40-50 years.

A portion of Taxiway A at Camarillo Airport will be temporarily shut down due to asphalt damage. Pilots will be diverted around the damage. The Department hoped to address the Taxiway damage after the Wings Over Camarillo Air Show with the temporary fix of \$3 million. This will give time until the \$80 million new asphalt project at Camarillo Airport. It's key to note that this damage was done by aircrafts that meet the Camarillo Joint Power Agreement and are less than 150,000 pounds. This is one of the reasons why large aircrafts are not coming to Camarillo Airport. The runway cannot support any weight outside of what is stated in the Joint Power Agreement.

Director's Report was 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 – May 2024
- Monthly Noise Complaints – May 2024
- Consultant Reports (Coffman Associates) – May 2024
- Consultant Reports (Woolpert – Camarillo Airport) – May 2024
- Consultant Reports (Woolpert – Oxnard Airport) – May 2024
- Consultant Reports (Mead & Hunt) – June 2024
- Airport Tenant Projects – July 2024
- Project Status Report – June 2024
- Meeting Calendars – 2024

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.

Ventura County Star article dated June 3, 2024, re: Local events honor D-Day's 80th anniversary

Letter from Madeline Herrle, Lease Manager, to Mary Otten, Pleasant Valley Parks and Recreation District General Manager dated June 13, 2024, re: Camarillo – Airport Business Park

Department of Airports News dated June 17, 2024, re: Final Camarillo Airport – Airport Layout Plan Document Now Available

Department of Airports News dated June 21, 2024, re: Update on Stockpile Soil at Oxnard Airport

Correspondence was received and filed.

10. AUTHORITY COMMENTS

OAA Vice-Chair Gabe Teran thanks Department of Airport staff for their attentiveness to any concerns, complaints, and compliments received from Oxnard residents. At the Freemont South neighborhood meeting, a comment from a resident came up about how she noticed a change in the flight patterns and planned to reach out to Department of Airport staff with her comments. The resident was advised that there is a comment box on the website, staff e-mail addresses and meeting info (like tonight) available to the public. The ability the public has to connect with Airport staff is appreciated.

Councilmember Bert Perello makes the request to add Oxnard resident Diane Belzy to receive Airport e-mail news/communication. When the Department of Airport sends new information on the dirt and the soil testing at Oxnard Airport she intends to share it with her council. Councilmember Perello to provide the resident's e-mail address to staff after the meeting.

11. ADJOURNMENT

There being no further business, the June 13, 2024, meeting of the Camarillo Airport Authority and Oxnard Airport Authority was adjourned with all Authority members in favor at 7:40 p.m.

The next regular Authority meeting is scheduled on **Thursday, August 8, 2024, at 6:30 p.m.** in the Department of Airports Administration Office Conference Room, 555 Airport Way, Suite B, Camarillo, California.

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
<https://vcairports.org>

September 4, 2024

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

Subject: Find That the Airport Rotating Beacon Replacement Project is Categorically Exempt from the California Environmental Quality Act

Recommendation:

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

Find that the Airport Rotating Beacon Replacement Project is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15303 and Section 15311.

Fiscal/Mandates Impact:

Mandatory: *No*
 Source of funding: *Airport Enterprise Fund (AEF)*
 Funding match required: *No*
 Impact on other departments: *None*

<u>Summary of Revenue and Project Costs</u>	<u>FY 2024/25</u>	<u>FY 2025/26</u>
Revenue:	\$ 0	\$ 0
Direct Costs	50*	0
Net Costs – Airport Enterprise Fund	<u>\$ 50*</u>	<u>\$ 0</u>

**Estimated environmental filing fee.*

Current Fiscal Year Budget Projection:

FY 2024-25 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041**				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Appropriations	\$ 7,303,293	\$14,679,816	\$14,679,816	\$0
Revenue	5,787,844	5,787,844	5,787,844	0
Net Cost	\$ 1,515,449	\$ 8,891,972	\$ 8,891,972	\$0

Sufficient revenue and appropriations are available in the FY 24-25 capital budget.

*Includes interest and capital assets.

Strategic Priority:

This project supports the County’s Strategic Priorities to support fiscal responsibility, economic vitality, reliable infrastructure and sustainability.

Discussion:

The purpose of this project is to replace and relocate the airport rotating beacon at Camarillo Airport. The existing beacon at the Airport is currently located on top of the water tower near the Airport campus and needs to be relocated to allow for easier maintenance and access. Due to the age of the existing beacon, installation of a new beacon at a new location is the preferred option.

On December 5, 2023, the Board approved the rejection of bids received for this project, as the only bid received greatly exceeded the Engineer’s estimate and the project budget. Instead of rebidding the project, Department of Airports staff determined that the best course of action was to enlist the County’s General Services Agency to complete the work.

Before work commences, the Airport, as lead agency, requests the Board find the project categorically exempt from CEQA under CEQA Guidelines sections 15303 (New Construction or Conversion of Small Structures) and 15311 (Accessory Structures) because it would involve the assembly and installation of a small, prefabricated, tilt-up structure on existing pavement near existing buildings, and there is no possibility that the project will have a significant effect on the environment, either individually or cumulatively. A Notice of Exemption will be filed after the Board’s action.

AAC/CAA
Find the Camarillo Airport Rotating Beacon
Replacement Project Exempt from CEQA
September 4, 2024
Page 3

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

Attachment:

Exhibit 1 – Project Location Map

EXHIBIT 1 – LOCATION MAP

CAMARILLO AIRPORT





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>

September 4, 2024

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

Subject: Authorization for the Director of Airports or His Designee, to Accept and Sign Federal Aviation Administration Grant, When Offered, in an Estimated Amount of \$1,830,218, Which Will Provide Funds for the Final Design of Runway 8-26 Reconstruction at Camarillo Airport; Authorization for the Director of Airports or His Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements; and Approval and Award of Consultant Services Contract to Woolpert, Inc., in the Not to Exceed Amount of \$1,928,510, for Final Design of Runway 8-26 Reconstruction at Camarillo Airport, Conditioned Upon Receipt of Federal Aviation Administration and/or Caltrans Grants Sufficient to Fund No Less than 85 percent of the Design Costs; Authorization for the Director of Airports, or His Designee, to Execute the Subject Contracts

Recommendations:

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

1. Authorize the Director of Airports or his designee, to accept and sign a Federal Aviation Administration (FAA) Grant, when offered, in an estimated amount of \$1,830,218, Final Design of Runway 8-26 Reconstruction at Camarillo Airport; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for matching grants from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements; and
4. Approval and award of consultant services contracts to Woolpert, Inc. (Woolpert) in

the not to exceed sum amount of \$1,928,510, for the Final Design of Runway 8-26 Reconstruction at Camarillo Airport, (Exhibit 1), conditioned upon receipt of Federal Aviation Administration and/or Caltrans grants sufficient to fund no less than 85 percent of the study costs; and

5. Authorization for the Director of Airports, or his designee, to execute the subject contract.

Fiscal/Mandates Impact:

Mandatory: *No*

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

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

Impact on other departments: *None*

<u>Summary of Revenue and Project Costs:</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>
Revenue (Federal – FAA)	\$ 1,830,218*	\$ 0*
(State – Caltrans)	\$ 91,511*	\$ 0*
Direct Costs	<u>\$ 2,033,576</u>	<u>\$ 0</u>
Net Cost – Airport Enterprise Fund	<u>\$ 111,847</u>	<u>\$ 0</u>

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

Current Fiscal Year Budget Projection:

FY 2024-25 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041**				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Appropriations	\$ 7,303,293	\$14,679,816	\$14,679,816	\$0
Revenue	5,787,844	5,787,844	5,787,844	0
Net Cost	\$ 1,515,449	\$ 8,891,972	\$ 8,891,972	\$0

Sufficient revenue and appropriations are available in the FY 24-25 capital budget.

**Includes interest and capital assets.*

Strategic Priority:

This project supports the County's Strategic Priorities to support fiscal responsibility, economic vitality, reliable infrastructure, and sustainability.

Discussion:

Grant Acceptance

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

In anticipation of the FAA's deadline for grant award and the Board's meeting schedule, staff requests that the DOA be authorized to accept FAA and Caltrans grants when offered, in an estimated amount, for the final design of runway 8-26 reconstruction at Camarillo Airport described below, as well as the DOA administrative costs calculated at \$105,066.

While the grant agreement for the subject grant is not presently available, it is anticipated that the grant agreement will be similar to prior FAA grant agreements approved by the Board (2022 FAA Grant Agreement Example, Exhibit 2). These grant agreements require an executed Certificate of Sponsor's Attorney. Therefore, the Board is being asked to also authorize County Counsel to execute the Certificate of Sponsor's Attorney, certifying that the County has the authority to enter into the grant agreement and that the grant agreement constitutes a legal and binding obligation.

Award of Contract

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

This contract is for consultant services for the final design of runway 8-26 reconstruction project at Camarillo Airport, which is anticipated to be funded in part by the FAA under Airport Improvement Grants and a matching Caltrans Grant. The FAA has recently indicated that it may be ready to offer a grant for the final design before the end of the federal fiscal year. In anticipation of the FAA's deadline for grant award and the Board's meeting schedule, staff asks that the Department of Airports be authorized to award

contracts for the noise compatibility studies, conditioned upon receipt of the anticipated grants indicated above sufficient to fund no less than 85 percent of the project costs.

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

The project is comprised of the following elements:

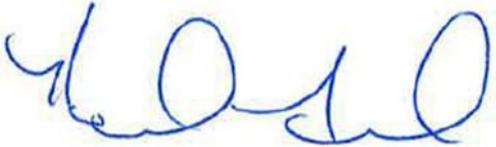
Final Design of Runway 8-26 Reconstruction Project

This project consists of the final design of the reconstruction of the 6,013-foot-long Runway 8-26 and approximately 200-foot-long transitional pavement along Taxiways A through E each. The 200-foot-long east and west blast pads will also be reconstructed and the additional paved Runway Safety Area (RSA) and abandoned pavement (2,500 feet in length on the east end and 800 feet in length on the west end) will be removed and graded. During design, the pavement removals required for safety or per FAA design standards will be determined and included in the base bid; additional pavement removals will be considered for a bid alternate. Based on initial investigations, this final design presumes a full-depth reconstruction is the recommended pavement rehabilitation, but this will be confirmed following additional geotechnical testing and pavement design analysis.

The reconstruction will correct non-standard runway geometry and address failing pavement areas. The existing pavement along the runway is showing signs of distress and failure and is creating foreign object debris (FOD) which is hazardous to aircraft and airport users. The improvements to the existing runway are necessary to improve the safety at the airport and increase the useful life of these pavements, as well as to support the current and future fleet mix of the airport. (Project Location Map, Exhibit 3).

AAC/CAA
Authorization to Accept and Sign FAA/Caltrans Grants
for CMA Final Design of Runway 8-26 Reconstruction and
Approval and Award of Consultant Services Contract
September 4, 2024
Page 5

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

Attachments:

- Exhibit 1 – Consultant Contract for CMA Final Design Grant for RWY 8-26 Reconstruction
- Exhibit 2 – 2022 FAA Grant Agreement Example
- Exhibit 3 – Project Location Map

**CONSULTING SERVICES CONTRACT
AEA No. 25-05
Camarillo Airport – FINAL DESIGN SERVICES FOR
RUNWAY 8-26 RECONSTRUCTION**

This is a Contract, made and entered into this September____, 2024, by and between the COUNTY OF VENTURA, (COUNTY), and WOOLPERT INC., 4454 Idea Center Blvd, Dayton, OH 45230 (CONSULTANT).

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

The parties hereto agree as follows:

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

5. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.
6. This Contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by COUNTY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this Contract. If given written notice, COUNTY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the COUNTY and to all deductions provided for in this Contract. All money withheld, whether assigned or not, shall be subject to being used by COUNTY for completion of the work, should the Contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by a Vice President of CONSULTANT.

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

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

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

CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to the COUNTY's subject project. This includes contracts and arrangements with manufacturers, suppliers,

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

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

11. This Contract is funded in part by a Federal Aviation Administration (FAA), Airport Improvement Program (AIP) grant. Personnel performing services in the field during construction are required in accordance with Section 1770 et. seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act) to be paid the higher of determinations of the general prevailing wages for various classes of workers in Ventura County as made by the California Director of Industrial Relations or the U.S. Secretary of Labor.
12. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including the COUNTY's boards, agencies, departments, officers, employees and agents (collectively "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract.
13. Insurance Requirements
 - a. Without limiting CONSULTANT's duty to indemnify and defend COUNTY as required herein, CONSULTANT shall, at CONSULTANT'S sole cost and expense and throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:
 - 1) Commercial General Liability insurance shall provide a minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
 - 2) Automobile Liability insurance shall provide a minimum of either a combined single limit of \$300,000 for each accident or all of the following: \$100,000 bodily injury per person, \$300,000 bodily injury per accident and \$50,000 property damage
 - 3) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000.
 - 4) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000 coverage for each occurrence or \$2,000,000 in annual aggregate coverage.
 - b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide COUNTY with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name County of

Ventura and its officials employees and agents as additional insured (“Additional Insureds”) on CONSULTANT’S general and automobile liability insurance policies.

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

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

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

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

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

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

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

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

Project Coordinator
Director of Airports (Director)

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

days after receipt of the Project Coordinator's decision. The Project Coordinator's and Director's decision shall be in writing. The Director's decision shall be the final decision.

CONSULTANT: WOOLPERT COMPANY

Taxpayer No.: _____

Dated: _____

Print Name and Title

Dated: _____

Print Name and Title

COUNTY: County of Ventura

Dated: _____

Keith Freitas, Director of Airports

EXHIBIT A

**Scope of Services
Camarillo Airport – Design Services
Final Design of Runway 8-26 Reconstruction**

I. PROJECT DESCRIPTION

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer’s Design Report, along with Design Survey for the Final Design of the Runway 8-26 Reconstruction Project. This scope of work is for the consulting services provided by the Consultant for the County. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1

This project shall consist of the final design of the reconstruction of the 6,013-foot-long Runway 8-26 and approximately 200-foot-long transitional pavement along Taxiways A through E each. The 200-foot-long east and west blast pads will also be reconstructed and the additional paved Runway Safety Area (RSA) and abandoned pavement (2,500 feet in length on the east end and 800 feet in length on the west end) will be removed and graded. During design, the pavement removals required for safety or per FAA design standards will be determined and included in the base bid; additional pavement removals will be considered for a bid alternate. Based on initial investigations, this final design presumes a full-depth reconstruction is the recommended pavement rehabilitation, but this will be confirmed following additional geotechnical testing and pavement design analysis. The reconstruction will correct non-standard runway geometry and address failing pavement areas. The existing

pavement along the runway is showing signs of distress and failure and is creating foreign object debris (FOD) which is hazardous to aircraft and airport users. The improvements to the existing runway are necessary to improve the safety at the airport and increase the useful life of these pavements, as well as to support the current and future fleet mix of the airport.

Runway 8-26 was initially constructed between 1942 and 1958, with overlays in 1955 and 1998. In its existing condition, the runway has a cross-slope from the north edge of pavement to the south edge of pavement. The proposed project will determine if the cross-slope pavement will be maintained or if a crown along the runway centerline will be established. The existing runway is 150-foot wide; however, the runway width will be shortened to 100-foot wide with recommended 20-foot shoulders to meet the current geometry design standards per FAA Advisory Circular 150/5300-13B *Airport Design* given the existing fleet mix. The fleet mix will be analyzed during the final design to determine if any major changes have warranted an increase to the proposed runway width.

The proposed project will also consist of drainage improvements and underdrain infrastructure to meet regional, state, and federal water quality standards. If it is determined that a runway crown will need to be established in design, a drainage system will be implemented on the north side of the runway to convey runoff to the existing catch basin infrastructure on the south side of the runway. Infiltration chambers will then need to be incorporated in design on the south side of the runway to mitigate the stormwater quality to meet MS4 requirements. The establishment of a runway crown will also require the design for the relocation of the Runway End Identifier Lights (REILS) and Precision Approach Path Indicators (PAPIs). Any work on FAA owned equipment will be handled through a reimbursable agreement with the FAA.

A preliminary geotechnical investigation performed by Earth Systems Pacific in 2017 consisted of six (6) bores along Runway 8-26 and revealed that the runway consists of three different pavement sections; the eastern portion is comprised of 8-10-inches of asphalt concrete over 3.5-7-inches of base course, the central portion consists of 9.5-10-inches of asphalt concrete, and the western portion is composed of 2.75-inches of asphalt concrete over 11.25-inches of Portland cement concrete. The existing subgrade California Bearing Ratio (CBR) values along Runway 8-26 based on existing soil density and moisture content ranged from 1 to 22, with the values ranging from 1-3 estimated since the existing soil moisture content and/or density at subgrade was out of the data range. Based on the results of the limited bores, Earth Systems recommended a lime treatment of subgrade soils to reduce the design section and increase the subgrade CBR values. The preliminary geotechnical report also recommended mixing the milled existing asphalt and base course with the subgrade in addition to 4-6% lime treatment to increase the CBR of the subgrade soils to a value of 9. However, additional testing and an updated recommendation will be conducted during the final design to finalize the CBR values, pavement rehabilitation recommendation, and subgrade treatment recommendation with the additional bores. The proposed project will also standardize the pavement section along the runway and ensure FAA design standards are met for the existing and proposed fleet mix.

The results of the PCN evaluation performed by Dynatest Consulting, Inc. in 2016 was utilized to evaluate the existing pavement conditions. The ACN/PCN ratio was calculated utilizing the COMFAA software and ranged from 1.3 through 0.9 for Runway 8-26, 4.9 for Taxiway A, 1.1 for Taxiway B, 0.1 to 33.0 for Taxiway C, 0.3 to 3.3 for Taxiway D, and 1.1 for Taxiway E. Generally, a ratio above 1.1 is considered problematic for the proposed aircraft mix. The results thus indicated that the existing pavement section is insufficient to support the proposed fleet mix and that a full-depth reconstruction is recommended. The PCN evaluation will be updated to an ACR-PCR value to comply with the newest version of AC 150/5335-5D *Standardized Method of Reporting Airport Pavement Strength – PCR* in the final design utilizing the new geotechnical data.

The full-depth pavement section will be removed and replaced with a traditional pavement section consisting of: P-209 Crushed Aggregate Base and P-401 Bituminous Surface Course. The runway will also be grooved due to the jet operation frequency to meet current FAA design standards, and temporary and permanent pavement markings will be applied.

Due to the decrease in pavement width from 150-feet to 100-feet, the existing runway edge and in-pavement lighting system and airfield guidance signs will need to be removed and replaced, as well as updated to current electrical systems. The electrical vault equipment, including the Constant Current Regulator (CCR), may also need to be updated following an inspection during the design phase.

A topographical and aeronautical survey will be completed for the project area consisting of approximately 195 acres to develop the base files for design, determine utility locations, and map elevations of existing infrastructure. This survey will be utilized to develop the project grading plan, plan set, and project quantities.

This project will be designed assuming it will be funded and constructed in one year; however, if it is determined that funding is not available for construction in one year, then the project will need to be further phased based on available funding and will be incorporated into an additional scope of work. If it is determined that a crowned centerline is required to be established along Runway 8-26, then approximately 1000-foot-long pavement sections along the runway would need to be temporarily constructed in order to tie the transverse grades to the new crowned pavement edges, as well as the new 100-foot-wide pavement to the existing 150-wide pavement, at the end of each construction phase. Temporary electrical infrastructure and stormwater infrastructure may also need to be established due to the decrease in width of the runway pavement section.

The engineering fees for this project will be categorized under **Basic Services**, which includes; 1) Preliminary Design Phase, 2) Design Phase, and Reimbursable Costs During Design, and **Special Services**, which includes; 3) Design Survey Phase and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Consultant, including the proposed geotechnical investigation and aerial imagery acquisition will also be included under **Special Services**. Parts A and B and the three phases are described in more detail below.

II. SCOPE OF SERVICES

BASIC SERVICES consists of the Preliminary Design Phase and Design Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for quality assurance testing during construction.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the County and FAA. Meetings with the County and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. One of these meetings will also include meeting with tenants to obtain feedback on the proposed project phasing.

1.02 Prepare Project Scope of Work and Coordinate Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the County and may be subject to an independent fee estimate conducted by a third party hired by the County. This task also includes coordinating with the County on the contract for this project.

1.03 Prepare Preliminary Cost Estimating. Not Applicable. The preliminary cost estimate from the conceptual design will be utilized and refined under Task 2.14.

1.04 Provide Project Management and Coordination. The Consultant shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Consultant spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Consultant will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Consultant will prepare and submit monthly invoicing.

The Consultant will complete the following tasks:

- Provide the County with a monthly Project Status Report (PSR), in writing, reporting on Consultant's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. Not Applicable. The existing documents that were reviewed during the conceptual design will be utilized during final design.

1.06 Coordinate Topographical and Aeronautical Survey. This task includes preparing the requirements, establishing the limits of the survey area, and scheduling time for the survey to be completed. Survey will be performed in-house under Tasks 3.01 and 3.02. The Deputy Project Manager is expected to visit the project site to coordinate the survey activities with the County and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work is also included in this task. The Deputy Project Manager is expected to visit the project site to coordinate the geotechnical investigation activities with the County and the geotechnical team.

1.08 Coordinate Utility Locating and Potholing. This task includes coordinating with a utility locating/potholing company to locate utilities that might impact this project. Negotiating with the utility locating/potholing firm for a cost to perform the work and providing an on-site representative of the Consultant during the locates/potholing is also included in this task.

1.09 Prepare State Grant Application. This task consists of coordinating with the County on the state grant application, which includes the following:

- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The County will submit the grant application to the CALTRANS Aeronautics' Division.

1.10 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (11" x 17").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Consultant shall submit the grant application to the County for approval and signatures. After obtaining the necessary signatures, the County or Consultant shall forward a copy of the signed application to the FAA for further processing.

1.11 Prepare Environmental Documentation. Not Applicable. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. A documented CATEX following current FAA guidance that addressed potential environmental effects resulting from the proposed project was submitted on September 28, 2022 by a different consultant to the County and is awaiting approval. The environmental conditions and scope of the project have not changed since original environmental determination. The environmental exhibit created as part of the previously approved CATEX will be reviewed for accuracy and referenced throughout this project.

1.12 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. Not applicable. The approved DBE program and goal is from 2021-2024 and the County will prepare the 2025-2028 DBE program and goal.

1.13 Coordinate County/FAA Reimbursable Agreement. A reimbursable agreement is a contractual agreement between the County and FAA for materials, supplies, equipment and services the FAA provides to the County. This task includes providing information to the County for the administration and completion of the reimbursable agreement between the County and FAA, including diagrams/sketches, ROM cost estimates, project schedules, etc.

The process to establish a reimbursable agreement can take on average up to 10-12 months. To avoid unnecessary delays, it is recommended the County initiate this process

during the planning and project formulation phases of the project. The costs necessary to mitigate any impacts to FAA owned equipment caused by a County's AIP funded development project are eligible for reimbursement under the AIP.

1.14 Prepare Quarterly Performance Reports – Design. Federal Regulation 49 CFR Part 18 establishes uniform administrative requirements for grants to State and Local Governments. Subpart 18.40 addresses monitoring and reporting requirements for the County. The Consultant will assist the County in managing grant activities to ensure compliance with applicable Federal requirements. The Consultant will submit a quarterly performance report while the grant is active. It is estimated there will be four quarterly performance reports completed during the design phase of this project.

TASK 1 DELIVERABLES	TO FAA	TO COUNTY
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Coordinate Contract with County	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.09 State Grant Application		✓
1.10 Federal Grant Application		✓
1.14 Quarterly Performance Reports		✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Meetings with County and FAA	<ul style="list-style-type: none"> • Camarillo, CA One (1) Project Manager and (1) Deputy Project Manager Assume One (1) hour via teleconference (10 meetings)
1.02 Prepare Project Scope of Work and Coordinate Contract	<ul style="list-style-type: none"> • Camarillo, CA One (1) Project Manager and (1) Deputy Project Manager Assume One (1) hour via teleconference (2 meetings)
1.06 Coordinate Topographical and Aeronautical Survey	<ul style="list-style-type: none"> • Camarillo, CA One (1) Deputy Project Manager • Assume half day site visit (1 site visit)
1.07 Coordinate Geotechnical Investigation	<ul style="list-style-type: none"> • Camarillo, CA One (1) Deputy Project Manager • Assume half day site visit (1 site visit)
1.08 Utility Coordination with Local Utility Companies	<ul style="list-style-type: none"> • Camarillo, CA One (1) Project Manager and (1) Deputy Project Manager Assume One (1) hour via teleconference (2 meetings)

2.0 Design Phase

2.01 Weekly Design Team Meetings. This task includes a weekly meeting with the design team working on this project throughout the duration of the design, which is expected to take

approximately eight (8) months. The weekly design team meeting will be attended by the Civil Project Manager, Deputy Project Manager, Electrical Project Manager, staff engineer(s), designer(s), drafter(s), and project coordinator. The weekly design team meeting will also be attended approximately once a month by the Practice Operations Leader, Quality Control Manager, and Construction Operations Manager.

2.02 Analyze Topographic Survey Data. This task includes analyzing the topographical survey data and preparing the data for use with computer modeling. This will include the following tasks:

- Generate three-dimensional contour model from TIN surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

This task includes analyzing the Runway 8-26 safety area topographical survey and object inventory data. Current editions of FAA runway safety area documents (i.e., FAA Office of Airports (ARP) Standard Operating Procedure (SOP) No. 8 Runway Safety Area Determination, FAA Order 5200.8 Runway Safety Area Program, FAA Order 5200.9 Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems, etc.) will be reviewed and applicable data provided to the County accordingly. This will include the following tasks:

- Conduct safety area topographical survey and object inventory.
- Prepare exhibit(s) (plan view of safety area with spot elevations/longitudinal and transverse gradients/dimensions, location/description of objects; etc.) and associated narrative with analysis (compliance with current standards vs. non-compliance with current standard(s)).
- If a non-standard determination is made by the FAA, assist County with alternative analysis preparation and presentation per the referenced FAA guidance above.

2.03 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- Review Geotechnical Consultant recommendations.
- Determine appropriate subgrade stabilization methods.
- Determine appropriate pavement rehabilitation, if appropriate.
- Determine on-site sources and quantities of suitable material for embankment.
- Determine appropriate data for the pavement design form(s).
- Prepare soil information for incorporation on the construction plans.

2.04 Prepare Pavement Design. After receiving the geotechnical investigation data, the Consultant will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). In addition to determining the proposed pavement section for the

current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed in accordance with FAA Advisory Circular (AC) 150/5335-5 (Current Edition), *Standardized Method of Reporting Airport Pavement Strength – PCR*, to determine the runway PCR classification based on the expected fleet mix. The Consultant will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.
- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify over excavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.
- Incorporate subgrade stabilization recommendations.

2.05 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the County and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

2.06 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Non-Collusion Affidavit, Public Contract Code Sections 10285.1, 10162, and 10232, Drug-Free Workplace Certification, Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, Wage Rates, and County of Ventura Standard Specifications. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the County for review.

2.07 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the County to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition),

Operational Safety on Airports During Construction. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 90% complete to the County and ADO for review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.08 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	3
Survey Control Plan	1
Geotechnical Investigation Plan	8
Existing Condition Plan	8
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	8
Environmental Requirements and Details	2
Demolition Plan	12
Demolition Details	2
Geometric Layout Plan	8
Overall Grading Plan	1
Grading Plan	12
Pavement Plan and Profile	12
Typical Sections	4
Cross Sections	18
Spot Elevation Plan	8
Underdrain and Storm Sewer Layout Plan	8
Storm Sewer Plan and Profile	6
Underdrain and Storm Sewer Details	4
Pavement Grooving Plan	4
Pavement Grooving Details	1
Pavement Marking Plan	8
Pavement Marking Details	4
Seeding and Erosion Control Plan	4
Seeding and Erosion Control Details	1
Electrical Legend and General Notes	1
Electrical Demolition Plan	8
Electrical Layout Plan	8
Electrical Details	6
Total Sheet Count	173

2.09 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-154 Subbase Course
- Item P-155 Lime-Treated Subgrade
- Item P-156 Cement Treated Subgrade
- Item P-209 Crushed Aggregate Base Course
- Item P-306 Lean Concrete Base Course
- Item P-401 Asphalt Mix Pavement
- Item P-501 Cement Concrete Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item P-621 Saw-Cut Grooves
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item D-752 Concrete Culverts, Headwalls and Miscellaneous Drainage Structures
- Item T-901 Seeding
- Item T-905 Topsoil
- Item L-108 Underground Power Cable for Airports
- Item L-109 Airport Transformer Vault and Vault Equipment
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

2.10 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, General Requirements for Airport Construction, Storm Water Pollution Prevention Plan, Key Personnel, Scheduling of Work, Partnering, and Removing of Miscellaneous Structures.

2.11 Review and Incorporate Airfield Drainage Study. This task includes verifying the existing storm drainage and/or subsurface drainage systems as well as reviewing and incorporating into design the Camarillo Airport Geometry Study and Airfield Drainage Study for Runway 8-26 and

Taxiway Connectors by Encompass Consultant Group in June, 2022. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

2.12 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, stormwater pollution prevention plans and associated permits (SWPPP). When applicable, the Consultant will assist the County to compile information and submit permits that are required to be obtained by the County.

2.13 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the County's behalf. The Consultant will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical Study*, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Consultant will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Consultant will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.14 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.15 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.16 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Pacific Western Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.16 below) to the FAA and County. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.17 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the County and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.18 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Consultant will submit a set of Construction Plans, Specifications, Engineer’s Design Report, and Contract Documents to the County for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.19 Provide In-House Quality Control. The Consultant has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior- level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report being submitted to the County and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Consultant’s in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.20 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report. A final set of Construction Plans (22” x 34”), Specifications, Contract Documents, and the Engineer’s Design Report will be prepared and submitted to the County and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Electronic copies will be provided.

2.21 Prepare Airfield Signing and Marking Plan. This task includes preparing the overall airfield signing and marking plan.

2.22 Prepare Requests for Reimbursement. Not Applicable. The County completes the requests for reimbursement process.

2.23 Prepare and Submit Design Closeout Report. This task includes preparation of the design closeout report in accordance with current FAA Western Pacific Region Design Closeout Report guidelines. Electronic copies will be provided.

2.24 Prepare and Coordinate Grant Closeout Worksheet. This task includes preparation of the latest version of the FAA’s Airport Sponsor Grant Closeout Worksheet and coordination with the County to submit the worksheet to the FAA ADO.

TASK 2 DELIVERABLES	TO FAA	TO COUNTY
2.04 Proposed Pavement Design	✓	✓
2.06 Preliminary Contract Documents for County’s Review	✓	✓

2.06 CSPP at 30% and 90% Complete	✓	✓
2.13 FAA Form 7460	✓	✓
2.18 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.20 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.21 Airfield Signing and Marking Plan		✓
2.23 Design Closeout Report	✓	✓
2.24 Grant Closeout Worksheet		✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.18 Plan Review at 30% Complete. Plan Review at 60% Complete.	<ul style="list-style-type: none"> • Camarillo, CA One (1) Project Manager and one (1) Deputy Project Manager Assume Two (2) hour via teleconference (2 meetings)
2.18 Plan Review at 90% Complete.	<ul style="list-style-type: none"> • Camarillo, CA One (1) Project Manager and one (1) Deputy Project Manager • Assume travel to/from Denver, CO to Camarillo, CA with two (overnight) stays for the Project Manager

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

PART B - SPECIAL SERVICES consists of Design Survey phase, invoiced on a Lump Sum basis, and direct subcontract costs for the proposed geotechnical investigation and aerial imagery acquisition.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 195 acres.
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized.
- Collect aerial LiDAR, classify and process and utilized to provide planimetric feature compilation and 0.5 foot contour DEM surface data of the topographic survey limits.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- A limited ground survey of non-pavement areas will be performed to supplement the imagery with high accuracy tie-in positions to existing grades and will include shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavement positions, for the transitions to existing pavement, will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be mapped from the collected imagery include guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Consultant.
- Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- Generate three-dimensional contour model from TIN surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

3.02 Design/As-Built Airport Data Project and Airspace Analysis. An aeronautical survey with Design Data will be performed to the standards mandated by the FAA Airports GIS (AGIS) initiative, following the specifications outlined in the following guidance:

- FAA Advisory Circular 150/5300-16 (Current Edition), *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.*
- FAA Advisory Circular 150/5300-17 (Current Edition), *Standards for Using Remote Sensing Technologies in Airport Surveys.*
- FAA Advisory Circular 150/5300-18 (Current Edition), *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.*
- Runway End, Stopway End, And Displaced Threshold Identification for Surveyors, NGS First Edition.

The Consultant will work with the National Geodetic Survey (NGS) and the FAA airports program to acquire and submit the necessary data for an airspace analysis based upon design elements for the reconstructed Runway 08/26. All necessary existing and future design data will be submitted through the Airports Data and Information Portal (ADIP) as required by the aforementioned Advisory Circulars (AC). The following items will be performed following the required criteria set forth in Table 2-1 of AC 150/5300-18 (Current Edition) under the Instrument Procedure Development column:

- Initiate and complete the AGIS Project process on the AGIS web portal. A Safety-Critical Data Collection, including Design Data project will be created.
- Develop SOW and plans as required
- Establish or validate airport Geodetic Control
- Provide and submit an imagery plan for Design data submittal
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the **-18B Vertically guided (VG)** surfaces, **FAR Part 77** approach and departure surfaces, **-13B Approach and Departure** surfaces, and the PAPI **OCS/LSCS** surfaces, extended out to 4 miles for Runway 08 and 8 miles for Runway 26.

- Perform or validate and document an airport airspace analysis based upon design data
- Perform, document, and report the tie to National Spatial Reference System (NSRS)
- Identify and survey displaced thresholds – if any
- Monument displaced thresholds – if any
- Document control features requiring digital photographs
- Document control features requiring sketches
- Prepare Airport Manager/Operator interviews
- Survey and document runway ends/thresholds, existing and future elements
- Monument runway ends/thresholds
- Determine runway length and width, existing and future elements
- Determine runway profile using 50-foot stations, existing and future elements (10-foot stations and 10-foot offset left and right for all Part 139 airports)
- Determine the touchdown zone elevation, existing and future elements
- Determine the runway true azimuth, existing and future elements
- Determine or validate and document the position of navigational aids including design navigational aids
- Determine or validate and document the position of runway abeam points of navigational aids including design navigational aids
- Field verify existing obstacle data currently in the FAA obstacle Database
- Prepare an orth-rectified aerial photo from collected imagery covering the extents of the airport property.
- Provide a final project report

Extensive and constant coordination with the FAA instrument procedures development team will be required to facilitate the development and publication of instrument approach procedures to the future Runway End configurations. This coordination effort must begin several years in advance of the runway construction project being completed and the runway commissioned as active. The airspace analysis survey and airport survey data submittals to the ADIP will be used by the FAA to generate new procedures to the future Runway ends. An as-built survey and imagery collection project will be required once the Runway is fully constructed. The as-built survey, imagery, and final report documentation required to finish the project in ADIP is NOT included with this SOW; however, the Design/As-built data project with obstacles in the ADIP system will be created during the design process.

TASK 3 DELIVERABLES	TO FAA	TO COUNTY
3.01 Topographical Survey		✓
3.02 Design/As-built Aeronautical Survey and Airspace Analysis	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> • Camarillo, CA One (1) Surveyor Assume one (1) site visit, consisting of eight days of total field work including seven (7) overnight stays Assume travel to/from Denver, CO to Camarillo, CA
3.02 Design/As-built Aeronautical Survey and Airspace Analysis	<ul style="list-style-type: none"> • Camarillo, CA One (1) Surveyor Assume one (1) site visit, consisting of eight days of total field work including seven (7) overnight stays Assume travel to/from Denver, CO to Camarillo, CA

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

Special Considerations

The following special considerations are required for this project, but will be completed by subconsultants to the Consultant. The cost for this work will be included in the engineering contract agreement with the County and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing is anticipate to be completed at nighttime during a runway closure to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 34 project locations
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Hydrometer and Water-Soluble Sulfates/Corrosivity
- Moisture/Density Relations
- Swell/Consolidation Potential
- Soaked California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples
- Sulfate Testing
- Recommendation and testing on subgrade stabilization methods

- Utility Locates
- Dynamic Cone Penetrometer (DCP) Testing per ASTM D6951 and FAA AC 150/5320-6G at approximately 19 project locations

Aerial Imagery Acquisition. A subconsultant will be retained to collect the necessary imagery to support this project.

Assumptions

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

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Consultant, per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for per diem will be in accordance with the applicable, published GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The County will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the County.
4. The County will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The County will furnish escorts as needed for the Consultant to conduct field work.
6. The County will coordinate with tenants as required to facilitate field evaluations and construction.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Western Pacific Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Consultant will utilize the following plan standards for the project:
 - Plans will be prepared using the Consultant's standards, unless the County provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.

- Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Consultant.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Consultant's standards.
9. The Consultant will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
- The project manual Contract Documents will be developed jointly by the County and the Consultant.
 - The Consultant is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the County.
 - FAA General Provisions and required contract language will be used.
10. The Consultant must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
11. Because the Consultant has no control over the cost of construction-related labor, materials, or equipment, the Consultant's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Consultant does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from the Consultant's estimates of construction cost.

Extra Services

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

- Redesign for the County's convenience or due to changed conditions after previous alternate direction and/or approval.

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

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

END OF EXHIBIT A



EXHIBIT B
TIME SCHEDULE

1. Schedule

The CONSULTANT will complete all work by September 10, 2028.

2. Delays

Time during which the CONSULTANT is delayed by any public agency reviewing the Contract Documents, or by the COUNTY for any reason, and not occasioned by acts or omissions of the CONSULTANT, shall not be included in the above time limitations if the CONSULTANT gives prompt notice of delays when they occur. The estimated review time between submittal phases is estimated to be a maximum of ten (10) working days.

END OF EXHIBIT B



EXHIBIT C
FEES and PAYMENT

1. FEES

- A. County shall Compensate Consultant as specified in Exhibit A, Basic Services on a not to exceed maximum fee amount of One-Million Nine-Hundred Twenty-Eight Thousand Five-Hundred Ten Dollars (\$1,928,510) for all work specified in Exhibit A, Tasks 4 and 5 using the fee schedule herein. This amount shall not be exceeded without written authorization from the COUNTY.

- B. County shall Compensate Consultant for all services specified in Exhibit A, Special Services on a not to exceed maximum fee amount of One-Million Nine-Hundred Twenty-Eight Thousand Five-Hundred Ten Dollars (\$1,928,510) for all work specified in Exhibit A, Task 3 and direct subcontract costs. Payment shall be made based upon percentage of completion for lump sum tasks and actual time and expenses as approved by the COUNTY based upon the rates in the Construction Administration Services Cost Breakdown included as Exhibit C-1 for other tasks.

2. PAYMENT

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

Stage	Fee Allocation	
	80%	100%
Task 1: Preliminary Design Phase	\$196,192	\$245,240
Task 2: Design Phase	\$1,099,784	\$1,374,730
Task 3: Design Survey Phase	\$246,832	\$308,540
		\$1,928,510

END OF EXHIBIT C

EXHIBIT C-1
ADMINISTRATIVE FEE COST BREAKDOWN



Airports Division
Western-Pacific Region
California

Los Angeles Airports District
Office:
777 S Aviation Blvd, Ste 150
El Segundo, CA 90245

August 11, 2022

Keith Freitas
County of Ventura
555 Airport Way
Suite B
Camarillo, California 93010-0000

Dear Mr. Keith Freitas:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0339-043-2022 at Camarillo Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 8, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gail Campos, (424) 405-7269, gail.campos@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Cathryn G. Cason
Cathryn G. Cason (Aug 11, 2022 11:27 PDT)

Cathryn G. Cason
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department of Transportation
Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 11, 2022
Airport/Planning Area	Camarillo Airport
FY2022 AIP Grant Number	3-06-0339-043-2022
Unique Entity Identifier	LMKXF6XPKFC3
TO:	<u>County of Ventura</u> (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 August 1, 2022, 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:

Conduct Noise Compatibility Plan Study Update
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) 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 Assurance 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.

Assistance Listings Number (Formerly CFDA Number): 20.106

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 \$716,350.

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):

\$ 716,350 for planning

\$ 0 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
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.** The 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 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant 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 September 8, 2022, 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 Unique Entity Identifier (UEI).**

- 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- 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 Grant 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, in accordance with 49 U.S.C. § 50101, 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 and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, 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 if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

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/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. 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 the 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 in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. 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 funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor 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) below, 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 employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition 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 OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

SAMPLE

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Cathryn G. Cason

Cathryn G. Cason (Aug 11, 2022 11:27 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

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

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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 11, 2022

County of Ventura

(Name of Sponsor)

Keith Freitas

(Signature of Sponsor's Authorized Official)

By: Keith Freitas

(Typed Name of Sponsor's Authorized Official)

Title: Director of Airports

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Tom Temple, 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 California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 12, 2022

By:



(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. 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.
2. 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.
3. 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, 23, 25, 30, 32, 33, 34, and 37 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.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 - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

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
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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 Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving 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 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

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. 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 by gross weights of such aircraft) is in excess of five million pounds.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (County of Ventura), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 1, 2022.

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 of 49 CFR Part 24 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

1. 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.
2. 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.
3. 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.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

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. 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
- e. 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).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

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.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 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.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 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.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to private sponsors.

² 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 shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ³ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

2. Responsibility and Authority of the 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.

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.

4. Preserving Rights and Powers

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

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. 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.

7. 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 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 mean 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.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. 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, and national origin (including limited English proficiency) 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; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

d. Required Solicitation Language.

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

"The (County of Ventura), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. 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.

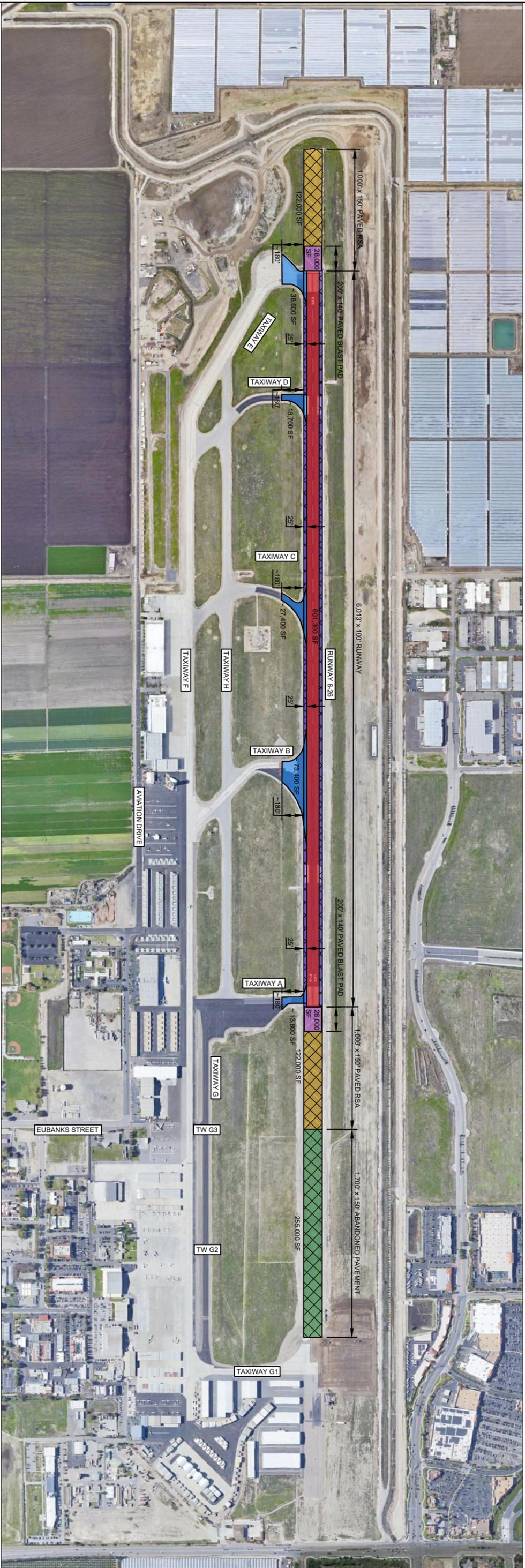
12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

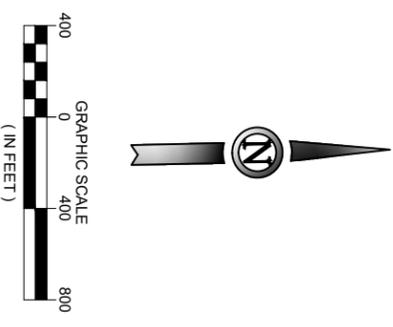
The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is 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 recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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 1986 (31 U.S.C. §§ 3801-3809, 3812).

SAMPLE



NOTE: ONLY PAVEMENT REMOVALS NECESSARY FOR SAFETY OR PER FAA DESIGN STANDARDS WILL BE INCLUDED IN THE BASE BID. ADDITIONAL PAVEMENT REMOVALS WILL BE CONSIDERED FOR A BID ALTERNATE.

LEGEND	
PAVEMENT AREAS INCLUDED WITH THIS PROJECT	
	RUNWAY 8-26 RECONSTRUCTION
	BLAST PAD RECONSTRUCTION
	TAXIWAY TRANSITIONS FOR RUNWAY RECONSTRUCTION
	RUNWAY OVERRUN/PAVED RSA
	ABANDONED RUNWAY PAVEMENT
	EXCESS RUNWAY PAVEMENT 20' SHOULDERS TO BE INSTALLED
	PAVEMENT TO BE REMOVED



WOOLPERT
 1300 Eastman Avenue • Suite 214 • Ventura, CA 93003
 Phone: 303.524.3030 • Fax: 303.524.3031
 • woolpert.com •

CAMARILLO AIRPORT
 CAMARILLO, CA
 RUNWAY 8/26 RECONSTRUCTION
 PRELIMINARY PROJECT LIMITS EXHIBIT
 DATE: JUNE 5, 2024
 SHEET 1 OF 1

September 4, 2024

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

Subject: Approval of Airport Properties Limited, LLC., - Fourth Amendment to Lease – Correction of the Typographical Error in the Third Amendment to Lease of the Leased Square Footage for Option Property 7 (Hangar M)

Recommendation:

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

Approve the proposed modification to the square footage description for Option Property 7 as outlined in the attached Fourth Amendment to lease with Airport Properties Limited, LLC.

Fiscal/Mandates Impact:

Mandatory: *No*
Source of funding: *Airport Properties Limited, LP*
Funding match required: *No*
Impact on other departments: *None – No impact on General Fund*

<u>Summary of Revenue and Total Costs</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>
Revenue	\$ (26,368)	\$ 0
Direct Costs	<u>0</u>	<u>0</u>
Net Cost – Airport Enterprise Fund	<u>\$ 26,368</u>	<u>\$ 0</u>

Current Fiscal Year Budget Projection:

FY 2024-25 Budget Projection for Airports Administration Division 5020 - Unit 5021				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Appropriations	\$ 4,307,001	\$ 4,307,001	\$ 4,307,001	\$0
Revenue	6,238,817	6,238,817	6,238,817	0
Net Cost	\$(1,931,816)	\$(1,931,816)	\$(1,931,816)	\$0

Strategic Priority:

Approval of this amendment supports the Fiscal Responsibility and Economic Vitality priority of the County’s Strategic Plan by ensuring consistency and accuracy in the terms of the lease agreement between the Ventura County Department of Airports and tenants.

Discussion:

On July 25, 2023, the Board approved the Third Amendment to Lease between County of Ventura Department of Airports and Airport Properties Limited, LLC (Exhibit 1). As a part of this document, the areas ascribed to the various option properties were identified and for one of the option properties, the square footage was incorrect as two of the numbers were reversed (24,720 SF versus the correct figure of 24,270 SF). This Fourth Amendment (Exhibit 2) seeks to correct the square footage description to match the Exhibit attached to the Third Amendment and as agreed between the parties to the document.

If you have any questions regarding this item, please call Madeline Herrle at (805) 388-4243 or me at (805) 388-4200.

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

Attachments:

- Exhibit 1 – APL Third Amendment to Lease
- Exhibit 2 – APL Fourth 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 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.


Tenant / County

- 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 24,720 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:

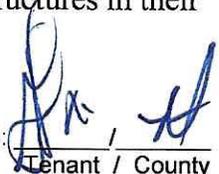
5. On every New Option Property on which Tenant has exercised its option, Tenant must complete construction within 30 months after the date Tenant exercised the option on that New Option Property (the “Construction Deadline Date”). The Construction Deadline Date will be extended as provided by Paragraph 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 / County

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:

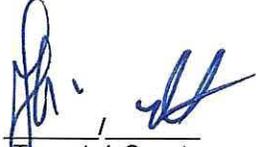
C. In addition to any other of Tenant's rights and duties that Tenant is authorized to assign or sublet under the Lease, Tenant may also assign or sublet all or a portion of Tenant's rights under Paragraphs 1(n), (o), and (p), Paragraph 8, and Paragraph 9 of the Lease, as amended by this Third Amendment, 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

INITIALS:  /
 Tenant / County

executed agreements in PDF format sent by email transmission are as valid and binding as original signatures.

[SIGNATURES ONLY ON FOLLOWING PAGE]

INITIALS: 
Tenant / County

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: 7/27/2023
Keith Freitas, Director

"TENANT"

AIRPORT PROPERTIES LIMITED, LLC,
A California limited liability company

By:  Date: 7-27-23
Gerald T. Alves, Manager

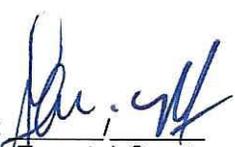
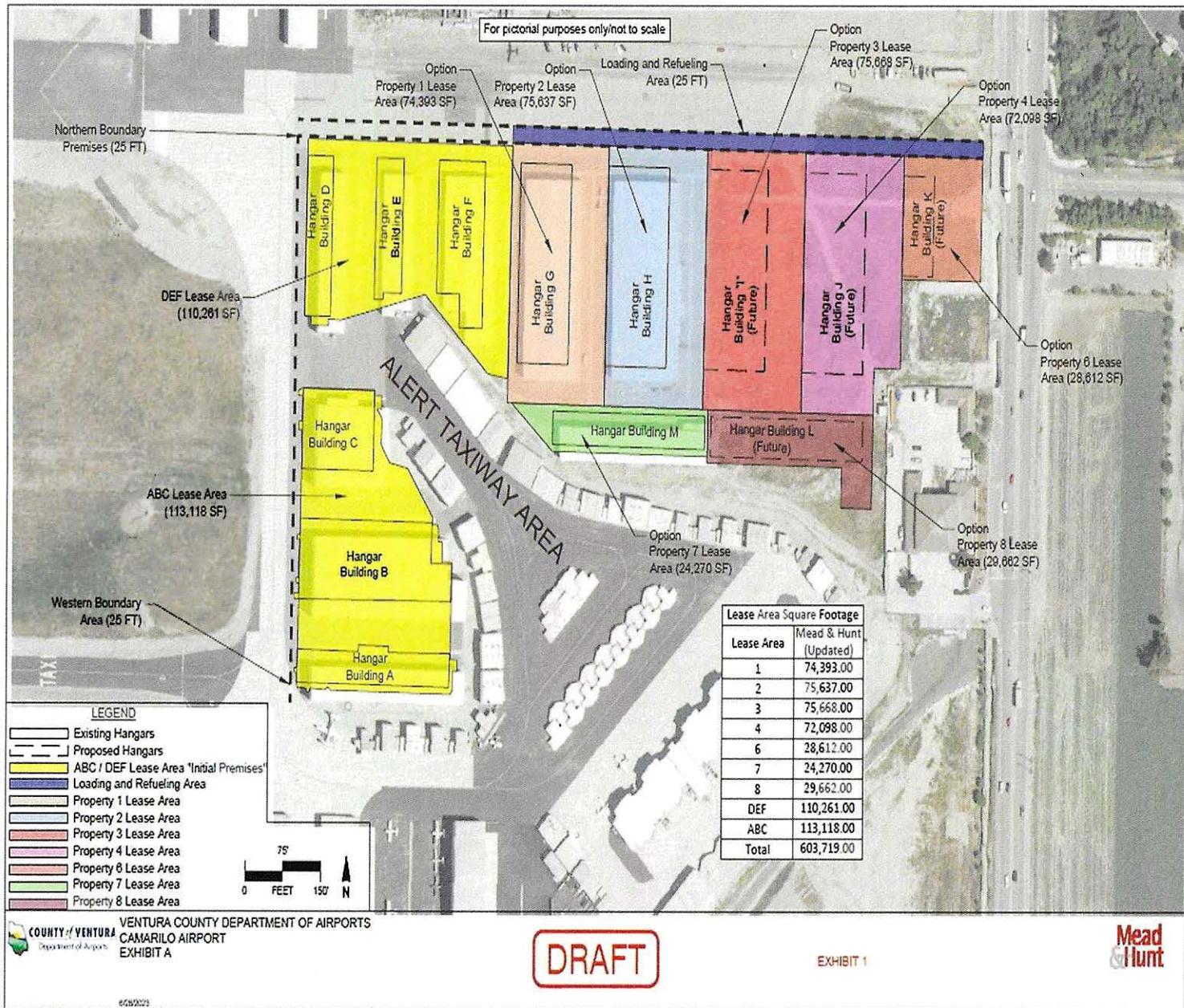
INITIALS: 
Tenant / County

EXHIBIT A
SITE PLAN



12

INITIALS:
Tenant / County

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
FOURTH AMENDMENT OF LEASE
Airport Properties Limited, LLC**

This Fourth Amendment to Lease (“Fourth 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 as of 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”); and (iv) a Third Amendment to the Original Lease dated July 27, 2023 (the “Third Amendment”). The Original Lease, First Amendment, Second Amendment and Third Amendment are referred to collectively herein as the “Lease”.
- B. The Parties signed the Third Amendment to Lease effective July 1, 2023 to, among other matters, better define the Premises. In Section 4. of the Amendment, Paragraph 1 of the Lease was replaced with descriptions of the various lease areas and option properties. In the revised Paragraph 1, k. Option Property 7 area is described as 24720 square feet, but should have described the area as 24,270 square feet, as further noted correctly in the Exhibit A which is referred to in this paragraph.
- C. By this Fourth Amendment, the parties seek to correct the error in the revised Paragraph 1 PROPERTY LEASED.

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 agrees as follows:

1. Paragraph 1. **PROPERTY LEASED.** k. is hereby deleted and substituted with the following language:

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 24,270 square feet.

2. 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 Fourth Amendment, the terms of this Fourth Amendment govern and control.
3. This Fourth 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.

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

"COUNTY"

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

By: _____
Keith Freitas, Director of Airports

Date: _____

"TENANT"

AIRPORT PROPERTIES LIMITED, LLC,
A California limited liability company

By: _____
Gerald T. Alves, Manager

Date: _____



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>

September 4, 2024

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

Subject: Approval of, and Authorization for the Director of Airports or His Designee to Sign, Contract Change Order No. 3 in the Amount of \$774,691 with Security Paving Company, Inc. for the Reconstruction of Taxiway F (renamed A) at Oxnard Airport, Raising the Total Contract Amount from \$17,538,294 to a Total Amount of \$18,433,589; Project Specification DOA 23-03 and Project No. OXR-150

Recommendation:

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

Approve and authorize the Director of Airports or his designee to sign, Contract Change Order No. 3 (Exhibit 1) in the amount of \$774,691 with Security Paving Company, Inc. for the Reconstruction of Taxiway F (renamed A) at Oxnard Airport, raising the total contract amount from \$17,538,294 to a total amount of \$18,433,589.

Fiscal/Mandates Impact:

Mandatory: *No*

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

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

Impact on other departments: *None*

<u>Summary of Revenue and Project Costs</u>	<u>FY 2024/25</u>	<u>FY 2025/26</u>
Revenue: FAA (up to 90%)	\$ 462,017*	\$ 0
Caltrans (up to 4.5%)	0*	0
Direct Costs	\$774,691	\$ 0
Net Costs – Airport Enterprise Fund	<u>\$ 312,674</u>	<u>\$ 0</u>

* The change order includes grant and non-grant eligible items. It is anticipated that the FAA will provide reimbursement of up to 90% of the grant eligible pavement area identified in the contract change order and reflected in the amounts above. However, if grant funding is not available there are *sufficient appropriations available* in the FY 24-25 Airport Enterprise Fund.

Current Fiscal Year Budget Projection:

FY 2024-25 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041**				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Appropriations	\$ 7,303,293	\$14,679,816	\$14,679,816	\$0
Revenue	5,787,844	5,787,844	5,787,844	0
Net Cost	\$ 1,515,449	\$ 8,891,972	\$ 8,891,972	\$0

Sufficient revenue and appropriations are available in the FY 24-25 capital budget.

*Includes interest and capital assets.

Strategic Priority:

This change order approval supports the County’s Strategic Priorities to support fiscal responsibility, economic vitality, reliable infrastructure, and sustainability.

Discussion:

On September 26, 2023, the Board awarded a construction contract to Security Paving Company, Inc. (Contractor). The project consists of the reconstruction of Taxiway F, which was recently renamed Taxiway A to meet current FAA standards. The project was designed and bid utilizing the name Taxiway F, so both naming conventions will be referenced for the duration of the project.

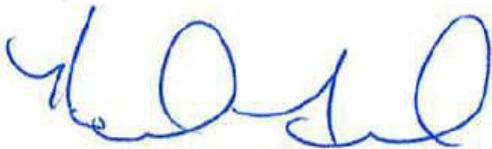
Construction began in May of 2024 and is nearing completion. During the course of construction, the existing pavement of the haul routes along the vehicle service road (VSR), pavement areas south of the newly reconstructed Taxiway A, and pavement areas in front of the ARFF building which supported construction activities over several years/phases has deteriorated and are in poor condition and generating foreign object debris (FOD) that is a safety concern for aircraft. Most of the requested additional paving area is grant eligible, however, one area is not and will be an out-of-pocket expense which the Airport Enterprise Fund has sufficient revenue and appropriations to support. (Exhibit 2 – Location Map).

The Airports’ change order request, in the amount of \$774,691, is the result of the proposed additional paving and represents a 4% increase to the original contract price. Previous to this request, two prior change orders to the contract were executed in the

AAC/OAA
Approval of Contract Change Order No. 3
Oxnard Airport TWY F (A)
September 4, 2024
Page 3

amount of \$173,284 and \$120,605 respectively. The contract change order in the amount of \$774,691 will increase the current contract price from \$17,365,010 to a total amount of \$17,538,294, exceeding the Director of Airports authority. Therefore, we are asking the Board to approve Change Order No. 3.

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

Attachments:

Exhibit 1 – Contract Change Order No. 3
Exhibit 2 – Location Map

Spec No.: DOA 23-03

County of Ventura
Department of
Airports

Contracting Agency: COUNTY OF VENTURA

CHANGE ORDER NO. 3

Project Name: Oxnard Airport – Reconstruction of Taxiway F (Renamed Taxiway A)

ACCOUNTING DATA:	A/C Contract No.	PD_	Budget Dept/Acct No. _____	Project No. OXR-150
------------------	------------------	-----	----------------------------	----------------------------

To Contractor: Security Paving Company

You are hereby directed to make the following changes to the plans and specifications for this Contract.

NOTE: This change order authorizes the use of Contract funds and is not effective until approved by the Director of Airports, as indicated.

This change order is associated for the rehabilitation of the existing haul routes along the vehicle service road (VSR), pavement areas south of the newly reconstructed Taxiway A, and pavement areas in front of the ARFF building. The condition of these existing pavement areas has significantly deteriorated due to the cumulative use of these pavements for hauling of material with construction equipment and fire hydrant access during the three phases of the project. The deterioration of these pavements has led to the increase of foreign object debris (FOD) generation that is a safety concern for aircrafts and tenants. The existing asphalt pavement will be removed and 3-inches will be paved back to match the existing surface. An exhibit of the asphalt repair areas is attached.

Schedule I: Reconstruction of Taxiway F (Renamed Taxiway A) – Federal				
Description	Unit	Unit Price	Quantity	Amount
Airport Access and Haul Route Repair	SY	\$ 19.70	4,533	\$ 89,300.10
Airport Access and Haul Route Repair	SY	\$ 19.70	-(4,500)	\$ -(88,650.00)
Remove Tie-Downs, Complete	EA	\$ 350.00	32	\$ 11,200.00
Demolish Asphalt Pavement	SY	\$ 11.50	13,317	\$ 153,145.50
Asphalt Surface Course (PG 70-10)	TON	\$ 151.00	2,307	\$ 348,357.00
Schedule I Total				\$ 513,352.60

Schedule I: Reconstruction of Taxiway F (Renamed Taxiway A) – Non – Federal (Ventura County)				
Description	Unit	Unit Price	Quantity	Amount
Mobilization	LS	\$ 40,000.00	1	\$ 40,000.00
Demolish Asphalt Pavement	SY	\$ 11.50	5,880	\$ 67,620.00
Asphalt Surface Course (PG 70-10)	TON	\$ 151.00	1,018	\$ 153,718.00
Schedule I Total				\$ 261,338.00

TOTAL ESTIMATED AMOUNT OF THIS CHANGE ORDER \$ 774,690.60

By reason of this order, the time of completion will be adjusted as follows:	The Contract Time will be increased by three (3) Calendar Days.
--	--

RECOMMENDED: _____ DATE _____
Projects Coordinator

RECOMMENDED: _____ DATE _____
Director of Airports

The undersigned Contractor has given careful consideration to the change proposed, including its effect on other work, and hereby agrees, if this Change Order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.

ACCEPTED, CONTRACTOR: Security Paving Company

BY: _____ TITLE _____ DATE _____

If this Change Order is executed by the Agency, but the Contractor does not sign it, the Contractor shall, as required by the Specifications cited:

1. Proceed with the ordered work (Sub-sections 3-2.2.3 and 3-5);
2. File a written Notice of Potential Claim before commencing the work ordered (Sub-section 6-11); and
3. Keep and furnish daily records of materials, equipment and labor (Sub-sections 3-3.3 and 3-5).

Original: Contractor; Copies: Central Files, Accounting, Project Coordinator, Inspector, Auditor/Controller, A&E.

The following is for Agency use only and is not a part of this change order.

Spec No.: **DOA 23-03** **County of Ventura Department of Airports**

Contracting Agency: **COUNTY OF VENTURA – Department of
Airports
CHANGE ORDER NO. 3**

Project Name: **Oxnard Airport – Reconstruction of Taxiway F (Renamed
Taxiway A)**

FUNDING RECAPITULATION:

ORIGINAL CONTRACT PRICE:	\$ 17,365,009.50
ORIGINAL FAA SHARE:	\$ 15,628,508.55
ORIGINAL COUNTY SHARE:	\$ 1,586,500.95
THIS CHANGE ORDER AMOUNT:	\$ 774,690.60
PREVIOUS CHANGES ORDER AMOUNT (#1):	\$ 173,284.00
ORDER AMOUNT (#2):	\$ 120,605.00
UPDATED CONTRACT AMOUNT:	\$ 18,433,589.10
UPDATED FAA SHARE:	\$ 16,355,025.99
UPDATED COUNTY SHARE:	\$ 1,928,563.11

EXHIBIT 2 - LOCATION MAP



- AIP project repair area:
 Sta. 99+38 to Sta. 100+00
 62' x 24' = 1,488 SF / 165 SY
 ASPHALT TONNAGE: 30 TONS

- Sta. 100+00 to Sta. 114+50
 1,450' x 37' = 53,650 SF / 5,961 SY
 ASPHALT TONNAGE: 1,040 TONS

- Sta. 111+00 to 121+23
 1,023' x 23' = 23,530 SF / 2,615 SY
 ASPHALT TONNAGE: 455 TONS

- Sta. 111+00 to 121+23
 1,023' x 38' = 38,880 SF / 4,320 SY
 ASPHALT TONNAGE: 750 TONS

- Sta. 121+23 to 127+52
 629' x 23' = 14,470 SF / 1,610 SY
 ASPHALT TONNAGE: 280 TONS

- Sta. 127+52 to Sta. 127+97
 45' x 9' = 405 SF / 45 SY
 ASPHALT TONNAGE: 8 TONS

- Sta. 99+38 to Sta. 114+50
 1,512' x 44' = 66,530 SF / 7,395 SY
 ASPHALT TONNAGE: 1,290 TONS

Sta. 127+52 to Sta. 127+97
 45' x 9' = 405 SF / 45 SY
 ASPHALT TONNAGE: 8 TONS

County portion:
 Sta. 99+38 to Sta. 114+50
 1,512' x 44' = 66,530 SF / 7,395 SY
 ASPHALT TONNAGE: 1,290 TONS

AIP project repair area:
 Sta. 111+00 to 121+23
 1,023' x 38' = 38,880 SF / 4,320 SY

TOTAL TONNAGE: 3,000 TON (rounded number)

ISSUED FOR CONSTRUCTION		
THESE DRAWINGS ARE FOR CONSTRUCTION USE. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:		
NAME	REG. NO.	DATE
JOHN DUANE INGRAM	PE - C 058505	4/22/2024
FOR AND ON BEHALF OF WOOLPERT INC.		

Printed August 7, 2024 @ 11:27 PM by: Ver_Patrick
 C:\OXNARD\AIP\GIS\Taxiway F Reconstruction\CAD\EXHIBIT\A\Additional Printing\Exhibit 2.dwg

	OXNARD AIRPORT OXNARD, CA 	DES: T.A.R.	ISSUE RECORD				RECONSTRUCTION OF TAXIWAY F (RENAMED TO TAXIWAY A)	ADDITIONAL PAVING COST				SHEET NAME
		DR: R.L.B.	NO.	BY	DATE	DESCRIPTION						SHEET NO.
		CH: C.L.G.	1	J.D.I.	4/22/2024	ISSUED FOR CONSTRUCTION					DRAWING NO.	
		APP: J.D.I.				118	AIP PROJECT NO.	AVIATION PROJ. NO.	SPEC. NO.	COUNTY PROJ. NO.	-	
							3-06-0179-044-2023	2023.OXR.01	DOA 23-03	OXR-150	-	

September 4, 2024

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

Subject: Approval and Award of Consultant Services Contract to Coffman Associates, Inc., in the Lump Sum Amount of \$268,400, for Approach and Procedure Analysis and Implementation if Needed at Camarillo Airport; Authorization for the Director of Airports, or His Designee, to Sign the Subject Contracts

Recommendations:

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

1. Approve and award of consultant services contracts to Coffman Associates, Inc. in the lump sum amount of \$268,400, for Approach and Procedure Analysis and implementation if needed at Camarillo Airport, (Exhibit 1); and
2. Authorization for the Director of Airports, or his designee, to sign the subject contracts.

Fiscal/Mandates Impact:

Mandatory: *No*
Source of funding: *Department of Airports Enterprise Fund (AEF)*
Funding match required: *None*
Impact on other departments: *None*

<u>Summary of Revenue and Project Costs:</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>
Revenue	\$ 0	\$ 0
Direct Costs	<u>\$ 268,400</u>	<u>\$ 0</u>
Net Cost – Airport Enterprise Fund	<u>\$ 268,400</u>	<u>\$ 0</u>

Current Fiscal Year Budget Projection:

FY 2024-25 Budget Projection for Camarillo Airport Administration Division 5020 - Unit 5021				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Appropriations	\$ 4,307,001	\$ 5,175,236	\$ 5,175,236	\$0
Revenue	6,238,817	6,238,817	6,238,817	0
Net Cost	\$(1,931,816)	\$(1,063,581)	\$(1,063,581)	\$0

Sufficient appropriations are available in the FY 2024-25 operating budget.

Strategic Priority:

This project aligns with the “Healthy, Safe, and Resilient Communities” priority by examining alternative flight paths and altitudes for aircraft operating in the vicinity of Camarillo Airport. The Department of Airports is seeking to promote wellness by implementing new noise mitigation measures to reduce aircraft noise experienced by neighboring residents from aircraft overflights.

Discussion:

Coffman Associates and their key teaming partner Lean Engineering were selected in a competitive process from among three firms who demonstrated interest and experience in this project. Coffman Associates submitted a scope of services and negotiated the subject contract independently from other work in process by the same firm. The selection panel included participants from multiple stakeholders, including a resident of a neighboring community east of Camarillo Airport.

The ongoing Noise Compatibility Study conducted under Federal Aviation Regulation (FAR) Part 150 is nearing completion. The two main components of the FAR Part 150 study are the preparation of the Noise Exposure Map (NEM) which delineates between compatible and non-compatible land uses in the vicinity of an airport, and the Noise Compatibility Plan (NCP), which evaluates measures that could reduce noise exposure from aircraft operations.

The forecast of aircraft activity projects increased jet operations occurring within a 20-year forecast period. While the NEMs do not show that the 65 CNEL contour will encompass noise sensitive populations, the Noise Compatibility Plan (NCP) is likely to recommend that the Department of Airports examine whether alternative flight paths – laterally, vertically, or both – could reduce the overall noise exposure to surrounding neighborhoods situated directly under the existing flight corridors.

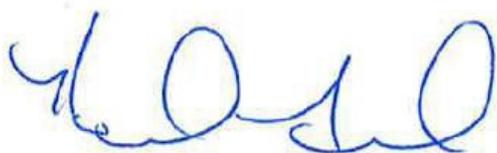
Consequently, the Department of Airports is conducting an Approach and Procedure Study to examine whether existing Instrument Flight Procedures can be modified, or additional procedures can be developed, particularly to examine an increased vertical descent angle and/or a final course offset that would have the likelihood to reduce noise exposure to populations in the Old Town neighborhood. The Study would also evaluate the likely impacts to the utility of the procedures that currently exist, as well as any impacts to the efficient use of airspace in the surrounding region that includes Oxnard Airport, Point Mugu NAS, and their respective flight procedures.

Additionally, the Feasibility Study will examine whether one or more Visual Flight Procedures could be implemented whereby ATC could assign arriving aircraft (both piston and jet) to a visual procedure that is published and publicly available. Coffman Associates and Lean Engineering will usher through the FAA IFP Gateway all procedures determined to be feasible and supported by FAA. If the feasibility study identifies one or more possible noise mitigation measure(s) it/they will be completed through implementation.

The project will feature extensive coordination with FAA and the Department of Defense to examine the feasibility of accommodating changes to the flight paths at the other surrounding airports, especially at Point Mugu Naval Air Station. Finally, the project will provide opportunities for public input and produce high quality graphics useful in communicating the complex work needed to make the project successful.

This work completed on behalf of the Department of Airports is expected to streamline the implementation of procedures that meet key strategic priorities and a reduction in noise exposure to surrounding communities.

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

Attachment:

Exhibit 1 – Consultant Contract for Approach and Procedure Analysis at Camarillo Airport

**CONSULTING SERVICES CONTRACT
AEA No. 25-06
Camarillo Airport – Approach and Procedure Analysis**

This is a Contract, made and entered into this September ____, 2024, by and between the COUNTY OF VENTURA, (COUNTY), and COFFMAN ASSOCIATES, INC., 4853 E. Cactus Road, Ste. 235, Scottsdale, AZ 85254. (CONSULTANT).

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

The parties hereto agree as follows:

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

**AEA 25-06
CONTRACT**

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

5. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.
6. This Contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by COUNTY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this Contract. If given written notice, COUNTY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the COUNTY and to all deductions provided for in this Contract. All money withheld, whether assigned or not, shall be subject to being used by COUNTY for completion of the work, should the Contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by a Vice President of CONSULTANT.

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

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

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

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

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

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

11. This Contract is funded in part by a Federal Aviation Administration (FAA), Airport Improvement Program (AIP) grant. Personnel performing services in the field during construction are required in accordance with Section 1770 et. seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act) to be paid the higher of determinations of the general prevailing wages for various classes of workers in Ventura County as made by the California Director of Industrial Relations or the U.S. Secretary of Labor.
12. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including the COUNTY's boards, agencies, departments, officers, employees and agents (collectively "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract.

13. Insurance Requirements

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

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

4) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000 coverage for each occurrence or \$2,000,000 in annual aggregate coverage.

b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide COUNTY with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name County of Ventura and its officials employees and agents as additional insured ("Additional Insureds") on CONSULTANT'S general and automobile liability insurance policies.

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

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

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

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

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

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

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

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

Project Coordinator
Director of Airports (Director)

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

CONSULTANT: COFFMAN ASSOCIATES

Taxpayer No.: _____

Dated: _____

Print Name and Title

Dated: _____

Print Name and Title

COUNTY: County of Ventura

Dated: _____

Keith Freitas, Director of Airports

EXHIBIT A

SCOPE OF SERVICES
FOR APPROACH AND PROCEDURE ANALYSIS
AT CAMARILLO AIRPORT
VENTURA COUNTY, CALIFORNIA

Task 1 – Airspace, Instrument Procedures and VGSI Enhancements (LEAN Corporation)

LEAN Engineering (LEAN) will assist Coffman and the County of Ventura Department of Airports with examining and implementing one or more airspace, instrument procedure, and visual glide scope indicator (VGSI) changes intended to reduce aviation noise in the vicinity of Ventura County and the Camarillo Airport (CMA). The goal of this work is to collaboratively explore opportunities to reduce aviation noise with both aviation stakeholders and the community and then implement those solutions which have the highest likelihood of achieving the desired outcome.

A detailed scope and schedule to complete these services is included as **Attachment 1**.

Task 2 – Regular Check-In Meetings with VCDA

Coffman Associates will participate in regular status meetings with Ventura County Department of Airports initially on a bi-weekly basis to discuss results generated from Task 1. As the study progresses, it is anticipated that the number of meetings will decrease to monthly or every two months as necessary.

Task 3 – Community Stakeholder Meetings

One (1) member of the Coffman Associates team will participate in six (6) virtual and two (2) in-person community stakeholder meetings to discuss the project and answer questions regarding noise exposure. The two in-person meetings are planned to occur onsite at CMA or a location identified by Ventura County. The Coffman Associates team member will travel from Kansas City to Ventura County.

Task 4 – FAA, DoD and Aviation Stakeholder Meetings

One Coffman Associates team member will participate in eight (8) virtual meetings with FAA, DoD and aviation stakeholders to discuss the charted visual flight procedures (CVFP), instrument procedures and VGSI concepts prior to implementation. These will include an FAA discovery meeting, several subcommittee workshops, and periodic check-ins. If it is determined that an in-person meeting would be beneficial, it will be scheduled to align with one of the community stakeholder meetings identified in Task 3.

Task 5 – Overall Project Coordination

The assigned Coffman Associates Project Manager will be responsible for all contract administration, invoicing, workload scheduling, and both external and internal team communication for this study.

**Attachment 1 to
Exhibit A – Scope of Work**

Airspace, Instrument Procedures and VGSI Enhancements

For

Aviation Noise Reduction

At

Camarillo Airport – Camarillo, CA (CMA)

Submitted to

Kory Lewis

Coffman

August 23, 2024

Version 2.0

Overview

LEAN Engineering (LEAN) will assist Coffman and the County of Ventura Department of Airports with examining and implementing one or more airspace, instrument procedure and VGSI changes intended to reduce aviation noise in the vicinity of Ventura County and the Camarillo Airport (CMA). The goal of this work is to collaboratively explore opportunities to reduce aviation noise with both aviation stakeholders and the community and then implement those solutions which have the highest likelihood of achieving the outcome.

LEAN will execute the work in 8 tasks. The first task will establish the existing/baseline capabilities of business jet and general aviation aircraft operators at CMA, OXR and NTD using the current airfield layout, NAVAIDs and instrument procedures. The second task will identify the feasibility of establishing a charted visual flight procedure to runway 26 to reduce aviation noise over residents in the Old Town area of Camarillo. The third task will identify the feasibility of instrument approach enhancements to runway 26 that could be used at night time, while also examining the possibility of increasing the altitude of aircraft arrivals into NTD. The fourth task will examine the potential VGSI enhancements on runway 26 that could create noise benefits for all aircraft arrivals into CMA, especially over Old Town, and would enable additional instrument approach capabilities. The fifth task will focus on potential procedure enhancements to runway 8 that increase the likelihood of aircraft landing from the west at nighttime. A sixth task will be used to create community flight procedure packages that can assist with public outreach and soliciting feedback from non-aviation stakeholders. A seventh task will be used specifically for FAA coordination, flight procedure development and updates to the VGSI. Finally, an eight task will be used for community outreach, meetings and updates to public facing materials like web hosted information about the procedure enhancements.

All work described in this document will be performed as lump sum including all labor, software, materials and other direct expenses. Refer to Exhibit B for the fee breakdown.

Task 1. Establish Baseline Flight Operations at CMA, NTD and OXR

LEAN will analyze the existing operations at CMA considering airspace, flight operations, instrument procedures and historical weather conditions for CMA along with NTD and OXR to form a baseline of aviation activity that potential changes can be measured against.

The analysis will establish the current capabilities, operational hazards and potential causes of aviation noise complaints identified by residents with a focus on the type of operation and time of day when residents are experiencing the highest nuisance levels. This information will provide a foundation to measure possible impacts and enhancements against when considering changes to VFR procedures, IFR procedures and visually glideslope indicators (VGSI).

Some portion of this work has, likely, been captured by Coffman during the ongoing Part 150 study. LEAN will seek to re-use as much of the information that was previously gathered from that work to inform this initial phase, especially noise complaints and any aviation activity data.

LEAN will execute this first task by performing a series of sequential subtasks that result in written, tabular and graphical documents that describe the effectiveness of operations and noise abatement procedures at CMA in terms of:

- Current airport ability to accommodate arrivals and departures
- Factors limiting preferred runway usage programs
- Factors limiting current noise abatement procedures

The following detailed analysis will be utilized to achieve the analysis in this task:

Task 1.1 Aeronautical Data Collection

- Obtain current, and any near term, information related to instrument procedures, airspace, NAVAIDs, runway layouts, obstacle data and VGSI
- All information will be obtained from either FAA sources or provided to LEAN by VCDA and Coffman

Task 1.2 Geospatial Deconfliction

- LEAN will compare obstacle and terrain data information against any potential conflicting sources, especially in areas east of CMA near Conejo Mountain

Task 1.3 Historical Weather Analysis

- Terminal historical weather covering a 10-year historical period resulting in a monthly/hourly breakdown of all parameters including a focus on winds, ceilings and visibility at CMA, OXR and NTD

Task 1.4 Basic Flight Operations Assessment

- Exploration of the data already prepared by Coffman via the Part 150 study with a focus on any particular kinds of aircraft that residents appear to find create more noise than others

Task 1.5 Existing Procedure Assessment

Camarillo (CMA)

- GUERA 2 RNAV STAR
- RNAV (GPS) Rwy 8
- RNAV (GPS) Y Rwy 26
- RNAV (GPS) Z Rwy 26
- VOR Rwy 26
- Current traffic pattern operations

Oxnard (OXR)

- CAMARILLO 6 DEP
- SKIFF 7 DEP
- RNAV (GPS) Rwy 7
- ILS or LOC Rwy 25
- RNAV (GPS) Rwy 25
- VOR Rwy 25
- Current traffic pattern operations

Point Mugu NAS (NTD)

- PAR/ASR Rwy 21
- ILS Z or LOC DME Z Rwy 21
- ILS Y or LOC DME Y Rwy 21
- RNAV (GPS) Rwy 21
- TACAN Rwy 21
- HI-TACAN Rwy 21

Task 1.6 Advanced Flight Operations Assessment

- Establishment of runway and overall effectiveness tables for CMA Instrument approach and traffic pattern operations
- Historical Flight Track Modeling and 90% corridors

Deliverables from Task 1

The result of the aeronautical data collection, and geospatial deconfliction, will be a 2D and 2.5D map of aviation features, NAVAIDs, waypoints and obstacles that will be used for assessing current and, in the next task, new flight procedures.

Historical weather analysis will result in monthly/hourly tables representing when specific procedures have a higher likelihood of being used for CMA.

The basic flight operations assessment will identify the types of aircraft and months/hours of the day when they are most likely to operate into CMA, OXR and NTD.

For each procedure assessment a detailed assessment of the procedure will be performed in TARGETs and GPD to examine current procedure design compliance and existing design limitations. The TARGETs file will be preserved along with 2D and 3D graphics of both the nominal procedure path, obstacle clearance surfaces and flight inspection graphic.

As each of the detailed analyses are completed, LEAN will review the findings with VEDA and Coffman through powerpoint presentations which can be shared with other aviation stakeholders and members of the public.

Task 2. Analysis of New Charted Visual Flight Procedure

In this task, LEAN will analyze the feasibility of establishing a new Charted Visual Flight Procedure (CVFP) for use to runway 26. The CVFP will originate from east/southeast of CMA over an area that currently sees extensive visual flight operations from Van Nuys and other SoCAL airports. The design of the CVFP will have the following goals:

1. Avoid overflight of Old Town
2. Approach CMA Runway 26 from the southeast of the runway centerline
3. Keep aircraft at current altitudes, or higher if possible, in the area of Twelve Oaks
4. Achieve an optimized profile descent where possible

LEAN will create several concept approaches of the CVFP using TARGETS, GPD and in-house GIS to create 2D and 3D visualizations of the procedure and potential flight track. LEAN will then create a comparison of the proposed procedure to existing aircraft operations identified in Task 1.6. LEAN will also identify the monthly/hourly likelihood of usage based on the historical weather analysis calculated in Task 1.3.

LEAN will review the concept with stakeholders in the following order:

1. Airport and aviation stakeholders
2. FAA and DoD
3. Members of the public

When reviewing procedures with the public, LEAN and Coffman will use one or more of the methods identified in Task 8.

Following review of the concept procedures with all stakeholders, LEAN anticipates that VCDA will implement a selection process to identify the preferred option. LEAN will take the preferred option forward to an IFP Gateway Request and continue to support implementation of the procedure via Task 7.1.

Deliverables from Task 2

LEAN will create a detailed assessment of three conceptual CVFPs in TARGETS and GPD. The TARGETS file will be preserved along with 2D and 3D graphics of both the nominal procedure path, obstacle clearance surfaces and a flight inspection graphic.

LEAN will create a textual description of the procedure concepts and a comparison of how the conceptual procedure designs would be utilized relative to the current procedures. LEAN will also create updated 90% corridors of the procedure concepts to reflect this difference resulting in both 3D graphics and KMZ files.

All graphical information will be compiled into powerpoint with supplemental textual descriptions provided in bullet point format.

As each of the detailed analyses are completed, LEAN will review the findings with VCDA and Coffman through powerpoint presentations which can be shared with other aviation stakeholders and members of the public.

Task 3. Analysis of New Instrument Approach to CMA Runway 26 and Modification of Approaches to NTD Runway 21

In this task, LEAN will analyze the feasibility of establishing a new, or modifying an existing, RNAV (GPS) approach for use to runway 26 at CMA. The RNAV (GPS) will originate from east/southeast of CMA over an area that currently sees extensive visual flight operations from Van Nuys and other SoCAL airports. The design of the RNAV(GPS) will have the following goals:

1. Avoid overflight of Old Town
2. Approach CMA Runway 26 from the southeast of the runway centerline
3. Keep aircraft at current altitudes, or higher if possible, in the area of Twelve Oaks
4. Provide minimums that are still usable when ATCT is closed
5. Achieve procedural separation from NTD approaches to runway 21 where possible

In the process of creating, or modifying an existing, RNAV (GPS) approach to CMA additional procedure modifications may be required at NTD that increase the overall angle of approach and altitudes near the start of the procedure. Therefore, the work undertaken in this task will examine both CMA procedures and 3 of the approach procedures into NTD (RNAV (GPS), PAR and ILS).

LEAN will create several concept approaches of the RNAV (GPS) approach to CMA using TARGETS, GPD and in-house GIS to create 2D and 3D visualizations of the procedure and potential flight track. Similar information will be created for NDT approaches. LEAN will then create a comparison of the proposed procedure to existing aircraft operations identified in Task 1.6. LEAN will also identify the monthly/hourly likelihood of usage based on the historical weather analysis calculated in Task 1.3.

LEAN will review the concept with stakeholders in the following order:

1. Airport and aviation stakeholders
2. FAA and DoD
3. Members of the public

When reviewing procedures with the public, LEAN and Coffman will use one or more of the methods identified in Task 8.

Following review of the concept procedures with all stakeholders, LEAN anticipates that VCDA will implement a selection process to identify the preferred option. LEAN will take

the preferred option forward to an IFP Gateway Request and continue to support implementation of the procedure via Task 7.1.

Deliverables from Task 3

LEAN will create a detailed assessment of three conceptual RNAV (GPS) Rwy 26 procedures in TARGETs and GPD, along with the corresponding modifications to approaches to NTD. The TARGETs file will be preserved along with 2D and 3D graphics of both the nominal procedure path, obstacle clearance surfaces and a flight inspection graphic.

LEAN will create a textual description of the procedure concepts and a comparison of how the conceptual procedure designs would be utilized relative to the current procedures. LEAN will also create updated 90% corridors of the procedure concepts to reflect this difference resulting in both 3D graphics and KMZ files.

All graphical information will be compiled into powerpoint with supplemental textual descriptions provided in bullet point format.

As each of the detailed analyses are completed, LEAN will review the findings with VCDA and Coffman through powerpoint presentations which can be shared with other aviation stakeholders and members of the public.

Task 4. Analysis of Potential Modifications to Runway 26 VGSI

In this task, LEAN will examine modifications to the runway 26 VGSI to achieve a higher visual glideslope for both VFR and IFR aircraft operations to use in all weather conditions and at all times of day. This analysis will identify different angles that the VGSI could be increased to that have the result of increasing the altitude of aircraft on final approach into CMA.

The goal of the VGSI modifications are as follows:

1. Increase the altitude of "all" aircraft arriving on runway 26, especially over the Old Town area
2. Enable coincident final approach paths between the VGSI and existing instrument procedures to runway 26
3. Retain a reasonable final approach angle that supports CAT A – D

LEAN will create 2D and 3D visual approach paths of aircraft using both the existing, and modified PAPI. This will include aircraft using a direct approach to the runway and those that would target use of the PAPI from the current traffic pattern. LEAN will also modify existing instrument approach paths, and any conceptual approaches identified in Task 2 and 3, to match the proposed VGSI adjustments. LEAN will compare the 2D and 3D paths following the proposed VGSI modifications with the current paths taken by aircraft using the 90% corridors identified in Task 1.6.

LEAN will perform a technical analysis of the PAPI to identify adjustments to the LHAs and ensure that both the LSCS and OCS are appropriate for the existing and proposed approach procedures in Tasks 1 and 2.

LEAN will review the concept with stakeholders in the following order:

1. Airport and aviation stakeholders
2. FAA and DoD
3. Members of the public

When reviewing the potential change to the VGSI with the public, LEAN and Coffman will use one or more of the methods identified in Task 8.

Following review of the conceptual changes to the VGSI with all stakeholders, LEAN anticipates that VCDA will implement a selection process to identify the preferred option. LEAN will take the preferred option forward to an IFP Gateway Request and continue to support implementation of the VGSI modification via Task 7.1 and through direct support with other engineering consultants identified by VCDA.

Deliverables from Task 4

LEAN will create a detailed assessment of two conceptual VGSI alignments and potential modifications to both visual, instrument and traffic pattern approach procedures in TARGETs and GPD. 2D and 3D graphics of both the nominal procedure paths, obstacle clearance surfaces and a flight inspection graphic.

LEAN will create a textual description of the procedure concepts and a comparison of how the conceptual procedure designs would be utilized relative to the current procedures. LEAN will also create updated 90% corridors of the procedure concepts to reflect this difference resulting in both 3D graphics and KMZ files.

All graphical information will be compiled into powerpoint with supplemental textual descriptions provided in bullet point format.

As each of the detailed analyses are completed, LEAN will review the findings with VCDA and Coffman through powerpoint presentations which can be shared with other aviation stakeholders and members of the public.

Task 5. Analysis of Instrument Procedure Changes at CMA to Increase Nighttime Arrivals from the South and West

In this task, LEAN will analyze the feasibility of modifying the existing RNAV (GPS) approach to runway 8 at CMA to increase its utilization at nighttime.

Today, pilots arriving into CMA from destinations east and south of Ventura are confronted with a dilemma between using the preferred nighttime noise abatement runway direction (runway 8) or flying the shortest possible path to runway 26. By modifying the RNAV (GPS) 8 LEAN will seek to identify a safe and efficient path south of

CMA that brings aircraft to the preferred noise abatement runway in a more efficient path.

The modification of the RNAV (GPS) will have the following goals:

1. Increase use of landing runway 8 at nighttime
2. Increase utilization of southern transition to the RNAV (GPS) Rwy 8 approach
3. Provide minimums that are still usable when ATCT is closed
4. Achieve procedural separation from OXR and NTD where possible

In the process of creating, or modifying an existing, RNAV (GPS) approach to CMA additional procedure modifications may be required at OXR and NTD that enable safe and repeatable aircraft separation.

LEAN will create several concept approaches of the RNAV (GPS) approach to CMA using TARGETS, GPD and in-house GIS to create 2D and 3D visualizations of the procedure and potential flight track. LEAN will then create a comparison of the proposed procedure to existing aircraft operations identified in Task 1.6. LEAN will also identify the monthly/hourly likelihood of usage based on the historical weather analysis calculated in Task 1.3.

LEAN will review the concept with stakeholders in the following order:

1. Airport and aviation stakeholders
2. FAA and DoD
3. Members of the public

When reviewing procedures with the public, LEAN and Coffman will use one or more of the methods identified in Task 8.

Following review of the concept procedures with all stakeholders, LEAN anticipates that VCDA will implement a selection process to identify the preferred option. LEAN will take the preferred option forward to an IFP Gateway Request and continue to support implementation of the procedure via Task 7.1.

Deliverables from Task 5

LEAN will create a detailed assessment of three conceptual RNAV (GPS) Rwy 8 procedures in TARGETS and GPD. The TARGETS file will be preserved along with 2D and 3D graphics of both the nominal procedure path, obstacle clearance surfaces and a flight inspection graphic.

LEAN will create a textual description of the procedure concepts and a comparison of how the conceptual procedure designs would be utilized relative to the current procedures. LEAN will also create updated 90% corridors of the procedure concepts to reflect this difference resulting in both 3D graphics and KMZ files.

All graphical information will be compiled into powerpoint with supplemental textual descriptions provided in bullet point format.

As each of the detailed analyses are completed, LEAN will review the findings with VCDA and Coffman through powerpoint presentations which can be shared with other aviation stakeholders and members of the public.

Task 6. Community Flight Procedure Packages

In support of gathering community feedback on new, or modified, flight procedures LEAN will prepare Community Flight Procedure Packages (CFPPs) for each conceptual procedure change.

Each CFPP contains information about the proposed procedure concept, condensed into a single multi-page PDF, including the following:

- Textual description of the procedure
- 3D graphical depiction of the procedure
- Statement of the goals of the procedure
- Anticipated aircraft utilization, including the time of day and weather conditions
- Side by side comparison of the procedure concept and the nearest existing procedure
- Single Event noise calculation graphics (and tables) comparing the concept approach to the existing for up to 4 aircraft types using AEDT BADA 4 capable aircraft
- Single Event noise calculation tables depicting altitude, thrust, flap and speed used to make the calculation
- Summary tables, including population

Information used to develop the CFPP can also be uploaded to public facing websites or modified for 3rd party applications (e.g. Webtrak).

CFPPs will be kept up to date throughout the process of receiving community feedback and will include edits/updates when working with the FAA to implement the procedures. Updates can include small changes to the procedures to full recalculation of noise results.

Deliverables from Task 6

LEAN will produce CFPPs as PDFs and provide those to Coffman and VCDA for distribution to the public and/or publication to a website, identified in Task 8.4.

Task 7. FAA Coordination and Implementation

LEAN anticipates that all of the new, or modified, procedures and VGSI modifications identified in this scope of work will be implemented by working directly with the FAA, primarily via the Western Flight Procedures Team (FAA WFPT) and DoD (for NTD procedures).

7.1 FAA Coordination for Instrument Procedure Development and Publication

When developing conceptual approach procedures, LEAN will work directly with FAA WFPT, FAA Flight Standards, FAA Air Traffic, DoD Air Traffic, NATCA, Serco and other aviation stakeholders to validate and refine the procedures prior to review with the public. This will ensure that there are few remaining modifications that need to occur prior to selection and formal request for development.

For the charted visual flight procedure and instrument procedures, LEAN will prepare briefing materials and share TARGETS workspaces directly with the FAA at the point of the IFP Gateway Initiation. When working with DoD, LEAN will share GPD exports and packages directly with their MAJCOM and/or SPAWAR.

The procedure development, including FAA environmental review, will be tracked via the public facing FAA IFP Gateway website and via direct interactions with the FAA WFPT. All other interactions related to the development of flight procedures are expected to occur via a combination of emails, phone calls, virtual meetings and/or the exchange of materials pertinent to procedures or flight inspection.

7.2 FAA Reimbursable Agreement Assistance

LEAN will assist VCDA to establish Reimbursable Agreements with the FAA for the purpose of flight procedure development and VGSI modifications.

Reimbursable Agreements are used by the FAA to ensure that a precisely defined scope of services will be performed by the FAA on behalf of VCDA and that a pre-defined amount of money is set aside for the FAA to execute the work. Any funds not used following the completion of the scope of work will be returned to VCDA.

LEAN's effort will involve establishing the FAA points of contact between VCDA and FAA, supplying aeronautical information to the FAA and reviewing the scope and fee suggested by the FAA in the draft agreements.

Typically, FAA will establish separate reimbursable agreements for different tasks, especially for projects that occur on different timelines. If VCDA, aviation and community stakeholders decide to pursue both procedural and VGSI modifications at the same time, there is a high likelihood that only one Reimbursable Agreement may be required to cover both efforts.

NOTE: LEAN and Coffman will not provide funding to the FAA for reimbursable agreements. Reimbursable agreements established with the FAA over the course of this project will be entered into between VCDA, CMA and the FAA with VCDA or CMA providing the funding to FAA to execute the scope of work.

Task 8. Outreach, Meetings and Project Management

8.1 Regular Check-In Meetings with VCDA

LEAN anticipates participating in regular status meetings with the Coffman team, initially on a bi-weekly basis to review the status of the analysis and present any results generated from Tasks 1 through 7. Each meeting is presumed to last for 1 hour and will not require any additional materials to be created beyond those already developed in the tasks. As progress is made on achieving the procedure concepts, and beginning implementation on selected procedures or VGSI modifications with FAA, the pace of regular meetings is presumed to decrease to monthly or once every two months as necessary.

8.2 Community Stakeholder Meetings

LEAN and Coffman anticipate participating in 6 virtual and 2 in person community stakeholder meetings. LEAN will prepare powerpoint presentations for these meetings and come prepared to answer questions either submitted prior to the meeting or asked during the meeting. LEAN and Coffman will use live demonstrations or simulations from TARGETs, Vianair or Google Earth where appropriate.

The 2 in person meetings are planned to occur onsite at CMA or a location identified by VCDA and will involve travel for LEAN and Coffman to Ventura County. LEAN will bring 2 people, one from Sacramento and one from Seattle.

8.3 FAA, DoD and Aviation Stakeholder Meetings

LEAN anticipates participating in 8 meetings with FAA, DoD and aviation stakeholders to discuss the CVFP, instrument procedure and VGSI concepts prior to implementation. These will include an FAA discovery meeting, several subcommittee workshops and periodic check-ins.

There is no travel planned for work with FAA or DoD. However, if there is value in meeting in person with local aviation stakeholders, LEAN will plan to coordinate an onsite meeting with other in-person community stakeholder meetings.

8.4 Community Outreach/Website

To support ongoing community outreach LEAN and Coffman will host a website, or augment an existing VCDA website, with information about the conceptual procedures, previous meetings, upcoming outreach and host a Q&A section that will be regularly updated. If the VCDA decides to pursue the use of CFPPs, those will be loaded onto this website as well.

Schedule of Tasks

- Task 1. – 6 Weeks Following NTP
- Task 2. – 2 Weeks After Completion of Task 1
- Task 3. – 4 Weeks After Completion of Task 1

- Task 4. – 2 Weeks After Completion of Task 1
- Task 5. – 2 Weeks After Completion of Task 4
- Task 6. – 4 Weeks After Completion of Tasks 1 – 5 as applicable
- Task 7.1 – Minimum of 1 year, maximum of 3 years
- Task 7.2 – 2 Weeks to Review, estimated 6 months to establish executed RA
- Task 8.1 – Check In Meeting every 2 weeks for the first 6 months, extending to monthly or every 2 months thereafter
- Task 8.2 – Community Stakeholder meetings as identified by VCDA
- Task 8.3 – FAA, DoD and Aviation Stakeholder meeting as needed during Tasks 1 – 5
- Task 8.4 – Updated materials for Community Outreach and a website will be provided no more than 2 weeks following the completion of a task or meeting.
- Task 8.4 - Q&A section of the website will be updated monthly

Items Not Included In this Scope of Work

- CNEL contours will not be generated by LEAN as a part of this scope of work (supplemental CNEL noise analysis is presumed to be performed by Coffman)
- Noise analysis outside of the CFPPs will not be generated by LEAN as a part of this scope of work (supplemental noise analysis is presumed to be performed by Coffman)
- Detailed power or communications analysis for VGSI changes is not included in this scope of work and is presumed to be performed by other engineering firms serving CMA and VCDA
- Obstruction survey work will not be performed by LEAN under this scope of work. If necessary, LEAN will work with Coffman or other surveying firms supporting CMA and VCDA to accomplish the tasks
- Non-FAA service provider procedure development is not included in this scope of work. If the selected procedures will not be developed by FAA, then a separate scope of work will be generated to create a competitive bid for Non-FAA service providers to assume the procedures outside of this study and scope of work

EXHIBIT B
SCHEDULE OF COMPLETION

The consultant shall complete all work on the project by September 30, 2029.

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

END OF EXHIBIT B

EXHIBIT C
FEES and PAYMENT

1. FEES

County shall Compensate Consultant as specified in Exhibit A, Basic Services on a not to exceed maximum fee amount of Two Hundred Sixty-Eight Thousand Four Hundred Dollars (\$268,400) for all work specified in Exhibit A, further detailed in Attachment 1 to Exhibit A. This amount shall not be exceeded without written authorization from the COUNTY.

2. PAYMENT

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

**EXHIBIT C-1
PROJECT COST BREAKDOWN**

**COST PROPOSAL
FOR APPROACH AND PROCEDURE ANALYSIS
AT CAMARILLO AIRPORT
VENTURA COUNTY, CALIFORNIA**

	Principal	Sr. Professional	Professional	Technical	Expenses	Task Total
Hourly Rates	\$308	\$284	\$170	\$118		
Task 1 – Airspace, Instrument Procedures and VGSI Enhancements (LEAN Corporation)*						\$243,472
Task 2 - Regular Check-In Meetings with VCDA	8	0	0	0		\$2,464
Task 3 – Community Stakeholder Meetings	38	0	0	8	\$3,000	\$15,648
Task 4 – FAA, DoD and Aviation Stakeholder Meetings	8	0	0	8		\$3,408
Task 5 – Overall Project Coordination	8	0	0	8		\$3,408
Total	62	0	0	24		\$268,400
LEAN Corporation Subtotal						\$243,472
Coffman Associates Subtotal						\$24,928
Project Total						\$268,400
*A detailed cost summary is included in Attachment 1.						

EXHIBIT C-2

Cost Breakdown for Task 1 – LEAN ENGINEERING

							
Job Classification		Chief Airspace and Flight Operations Engineer	Sr. Flight Operations Engineer	Sr. Airspace and Procedures	Elect. Engr/Aviation Engr		
Rates		\$ 350.00	\$ 262.00	\$ 250.00	\$ 125.00		
Task No.	Task Description					Hrs	TOTAL
1	Establish Baseline Operational Capabilities						\$ 41,334.00
1.1	Aeronautical Data Collection	1	2		8	11	\$ 1,874.00
1.2	Geospatial Deconfliction	1	2		8	11	\$ 1,874.00
1.3	Historical Weather Analysis	1	2		8	11	\$ 1,874.00
1.4	Basic Flight Operations Assessment	2	2		16	20	\$ 3,224.00
1.5	Existing Procedure Assessment	4		32		36	\$ 9,400.00
1.6	Advanced Flight Operations Assessment	4	16		40	60	\$ 10,592.00
1.7	Presentation Materials	4	8	16	40	68	\$ 12,496.00
2	Analysis of New Charted Visual Flight Procedure						\$ 14,642.00
2.1	Approach Procedure Feasibility Assessment	2	4	16		22	\$ 5,748.00
2.2	Advanced Flight Operations Assessment	1	4		8	13	\$ 2,398.00
2.3	Presentation Materials	4	8	4	16	32	\$ 6,496.00
3	Analysis of New Instrument Approach to CMA Runway 26 and Modification of Approaches to NTD Runway 21						\$ 21,342.00
3.1	Approach Procedure Feasibility Assessment	4	4	40		48	\$ 12,448.00
3.2	Advanced Flight Operations Assessment	1	4		8	13	\$ 2,398.00
3.3	Presentation Materials	4	8	4	16	32	\$ 6,496.00
4	Analysis of Potential Modifications to Runway 26 VGSI						\$ 17,040.00
4.1	Approach Procedure Feasibility Assessment	2	8	8	24	42	\$ 7,796.00
4.2	Advanced Flight Operations Assessment	2	4		8	14	\$ 2,748.00
4.3	Presentation Materials	4	8	4	16	32	\$ 6,496.00
5	Analysis of Instrument Procedure Changes at CMA to Increase Nighttime Arrivals from the South and West						\$ 16,642.00
5.1	Arrival/Approach Procedure Feasibility Assessment	2	4	24		30	\$ 7,748.00
5.2	Advanced Flight Operations Assessment	1	4		8	13	\$ 2,398.00
5.3	Presentation Materials	4	8	4	16	32	\$ 6,496.00
6	Community Flight Procedure Packages						\$ 45,760.00
6.1	CVFP Package	2	16	2	40	60	\$ 10,392.00
6.2	RNAV (GPS) Rwy 26 Package	2	24	2	40	68	\$ 12,488.00
6.3	VGSI Modification Package	2	16	2	40	60	\$ 10,392.00
6.4	South and West Arrival/Approach Package	2	24	2	40	68	\$ 12,488.00
7	FAA Coordination and Implementation						\$ 18,344.00
7.1	FAA Coordination for Instrument Procedure Development and Publication	8	8	40		56	\$ 14,896.00
7.2	FAA Reimbursable Agreement Assistance	4	4	4		12	\$ 3,448.00
8	Outreach, Meetings and Project Management						\$ 68,368.00
8.1	Regular Check-In Meetings with VCDA	16	16	16	8	56	\$ 14,792.00
8.2	Community Stakeholder Meetings	16	16	16	8	56	\$ 14,792.00
8.3	FAA, DoD and Aviation Stakeholder Meetings	24	24	24	16	88	\$ 22,688.00
8.4	Community Outreach/Website	8	8	16		32	\$ 8,896.00
8.5	Project Management	16				16	\$ 5,600.00
8.6	Travel (2x Flight from SEA, Hotel and Meals, 2x Flight from SMF, Hotel and Meals)						\$ 1,600.00
	Subtotal Hours	148	256	276	432		Total
	Subtotal Cost	\$51,800	\$67,072	\$69,000	\$54,000		\$243,472.00
LEAN TOTAL FEE (Lump Sum)							\$243,472.00

September 4, 2024

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

Subject: Receive and File a Presentation by the County of Ventura Assessor's Office Regarding Possessory Interest Assessments

Recommendation:

Receive and file a presentation by the County of Ventura Assessor's Office regarding possessory interest assessments.

Fiscal/Mandates Impact:

This item is presented for information only and it does not require consideration by the Board of Supervisors at this time. There are no fiscal impacts associated with the recommendation of this action.

Discussion:

In May 2022, the Board of Supervisors approved a revised form of private hangar ground lease to replace month-to-month ground lease agreements that were in place since 1985. The new revised ground lease agreements now provided for a stated 20-year term instead of a month-to-month term. As a result, when a ground lease is subject to a change in ownership the County of Ventura Assessor's Office is required to establish a new base year value based on the ground lease's stated term.

Camarillo Oxnard Hangar Owner & Tenants Association ("COHOTA"), the group which represents both the Oxnard and Camarillo private hangar owners, requested additional information from the County of Ventura Assessor to share with its members regarding the assessment methodology. The County of Ventura Assessor agreed to provide a presentation to the members at the Aviation Advisory Commission and Camarillo/Oxnard Airport Authority meetings.

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

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

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

Attachment:

Exhibit 1 – PowerPoint presentation



Ventura County Assessor's Office

Assessment of Taxable Possessory Interest

Table of Contents

1. Introduction of Property
2. Defining a Taxable Possessory Interest
3. Valuation of a Taxable Possessory Interest
4. Change in Ownership
5. Supplemental Assessments



Introduction Of Property

- California Constitution, article XIII, section 1. All property is taxable unless otherwise provided by the California Constitution or federal law.
 - ❑ Property is defined as all matters and things, real, personal and mixed, capable of private ownership and real estate/real property includes the possession of, claim to, ownership of, or right of possession of land and improvements.

Revenue and Taxation Code sections 103 and 104



Introduction of Property Continued...

- Rights in real property are often compared to a bundle of sticks, with each stick representing a different right or interest. The entire bundle of sticks represents the complete set of rights, which is called the fee simple interest.
 - ❑ In a possessory interest, the ownership of the possessory rights in real property is separated from the ownership of the fee interest. Generally, a possessory interest consists of a right to the possession of real property for a period less than perpetuity by one party.



Defining Taxable Possessory Interest

- A “Taxable Possessory Interest” is a possessory interest that is separately taxable to the possessor. This is an interest held by a private possessor in publicly owned real property.
 - ❑ The public owner may be the United States of America; the state of California; or one of California’s local jurisdictions, which include counties, cities, and special districts.
 - ❑ Since the underlying fee simple interest held by the public owner is almost always tax exempt, it is necessary to separately value the possessory interest held by the private possessor.

Revenue and Taxation Code section 107



Valuation of a Taxable Possessory Interest Overview

- California Constitution, article XIII, section 1. All property is taxed according to its “full value” or fair market value.
 - ❑ Fair market value is the amount of cash that a property would bring if exposed for sale in the open market under conditions in which neither buyer nor seller could take advantage of the other.

- In a Possessory Interest, we are valuing the leased fee interest or the right of possession of the property, which is the sum of the present value of the rent over the term of the possession.



Valuation of a Taxable Possessory Interest

Term of Possession

- The cardinal feature of a taxable possessory interest is that it is an interest of finite duration.
 - ❑ When valuing a taxable possessory interest a term of possession must be determined. All else being equal, the longer the term of possession, the higher the value of the possessory interest.
- Reasonable Anticipated Term of Possession
 - ❑ The “term of possession for valuation purposes” is the “reasonably anticipated term of possession.”
 - ❑ If an lease or agreement has a **stated term** it is deemed to be the “reasonably anticipated term of possession.” **Rule 21(d)(1)**
 - A “Stated Term” is the remaining period of possession as of the valuation date including any options to renew/extend the possession.
 - ❑ If a lease or agreement does not have a stated term or is Month-to-Month the Assessor is required to determine a term of possession by utilizing the intent of the parties and similar situated possessions.



Division 1. State Board of Equalization-Property Tax

Chapter 1. Valuation Principles and Procedures

Rule 21. Taxable Possessory Interests-Valuation

(d) TERM OF POSSESSION FOR VALUATION PURPOSES

(1) The term of possession for valuation purposes **shall be the reasonably anticipated term of possession. The stated term of possession shall be deemed the reasonably anticipated term of possession** unless it is demonstrated by clear and convincing evidence that the public owner and the private possessor have reached a mutual understanding or agreement, whether or not in writing, such that the reasonably anticipated term of possession is shorter or longer than the stated term of possession. If so demonstrated, the term of possession shall be the stated term of possession as modified by the terms of the mutual understanding or agreement.

(2) **If there is no stated term of possession**, the reasonably anticipated term of possession shall be demonstrated by the intent of the public owner and the private possessor, and by the intent of similarly situated parties, using criteria such as the following:

(A) The sale price of the subject taxable possessory interest and sales prices of comparable taxable possessory interests.

(B) The rules, policies, and customs of the public owner and of similarly situated public owners.

(C) The customs and practices of the private possessor and of similarly situated private possessors.

(D) The history of the relationship of the public owner and the private possessor and the histories of the relationships of similarly situated public owners and private possessors.

(E) The actions of the parties to the subject taxable possessory interest, including any amounts invested in improvements by the public owner or the private possessor.

(3) For the purposes of this regulation, **a taxable possessory interest that runs from month to month**, a taxable possessory interest without fixed term, or a taxable possessory interest of otherwise unspecified duration shall be deemed to be a taxable possessory interest with no stated term of possession.



Valuation example of a Taxable Possessory Interest with Different Reasonable Anticipated Terms

Direct Income Method

20 - Year Term		10 - Year Term		5 - Year Term	
<u>Term Rent</u>		<u>Term Rent</u>		<u>Term Rent</u>	
Year - 1 \$	1,000	Year - 1 \$	1,000	Year - 1 \$	1,000
Year - 2 \$	1,000	Year - 2 \$	1,000	Year - 2 \$	1,000
Year - 3 \$	1,000	Year - 3 \$	1,000	Year - 3 \$	1,000
Year - 4 \$	1,000	Year - 4 \$	1,000	Year - 4 \$	1,000
Year - 5 \$	1,000	Year - 5 \$	1,000	Year - 5 \$	1,000
Year - 6 \$	1,000	Year - 6 \$	1,000		
Year - 7 \$	1,000	Year - 7 \$	1,000		
Year - 8 \$	1,000	Year - 8 \$	1,000		
Year - 9 \$	1,000	Year - 9 \$	1,000		
Year - 10 \$	1,000	Year - 10 \$	1,000		
Year - 11 \$	1,000				
Year - 12 \$	1,000				
Year - 13 \$	1,000				
Year - 14 \$	1,000				
Year - 15 \$	1,000				
Year - 16 \$	1,000				
Year - 17 \$	1,000				
Year - 18 \$	1,000				
Year - 19 \$	1,000				
Year - 20 \$	1,000				
Net Present Value @ 10% Discount Rate	\$8,514	Net Present Value @ 10% Discount Rate	\$6,145	Net Present Value @ 10% Discount Rate	\$3,791



Change in Ownership

- A “change in ownership” means a transfer of a present interest in real property, including the beneficial use thereof, the value of which is substantially equal to the value of the fee interest.”
 - ❑ Creation or a renewal of a taxable possessory interest is a change in ownership and requires the Assessor to set a new “full value” or fair market value of the property and issue a Supplemental Assessment.

Revenue and Taxation Code 60, 61 and Rule 462.080. Change in Ownership- Possessory Interest



Supplemental Assessment

- The supplemental roll provides a mechanism for placing property subject to Proposition 13 (Real Property) reappraisals due to change in ownership into immediate effect.

Revenue and Taxation Code 75 -75.72

- ❑ Termination and creation of interest in same tax year.

This issue concerns what to do when one taxable possessory interest is terminated during an assessment year (i.e., after the January 1 lien date) and a second (but distinct) taxable possessory interest is created involving the same land and improvements during the same assessment year.



Supplemental Assessment Questions

1. Should there be a negative supplemental assessment (a "supplemental refund") for the taxable possessory interest that terminated?
2. Is the proper supplemental assessment amount for the newly created taxable possessory interest the fair market value of the newly created interest with **no offset** for an existing value on the regular assessment roll, or is it the fair market value of the newly created interest reduced by the existing roll value of the taxable possessory interest that terminated?

There should not be a negative supplemental assessment for the taxable possessory interest that terminated, and the supplemental assessment amount for the newly created possessory interest should be based on its fair market value (i.e., its full cash value, or new base year value) without offset for a prior value on the regular assessment roll.

The reasoning behind this treatment is as follows. **It is not the government's land that is being assessed; rather, it is the taxpayer's right to possess the land that is being assessed.** Thus, each respective taxpayer's taxable possessory interest, each right to possess, is subject to separate assessment.



Supplemental Assessment Annotation

660.0321 Termination. A hangar was leased from the airport for the 2013-14 fiscal year. The lessee terminated the lease on March 24, 2014, and the hangar was leased to another lessee. A taxable possessory interest assessment is not made against the government-owned property, but rather against the right to possess publicly owned property held by the private citizen, and it is the private citizen's right to the use or enjoyment of the property interest (usufructuary interest) alone that is being taxed. **In such cases, each respective taxpayer's possessory rights are subject to separate assessment and taxation as real property.** Thus, since both the first and second lessees held a right to possess the property (even though the first lessee's right to possession terminated early), both real property interests were subject to taxation. **This does not constitute double taxation, since double taxation occurs only when two taxes of the same character are imposed on the same property, for the same purpose, by the same taxing authority within the same jurisdiction during the same taxing period.** The same property was not being taxed since the tax is against the property rights held by the private citizen, and the separate rights of each were being assessed. C 2/24/2015.



Resources

California State Board of Equalization

- Assessor Handbook 510, Assessment of Taxable Possessory Interests
 - ❑ <https://www.boe.ca.gov/proptaxes/pdf/ah510.pdf>

- Supplemental Assessment, California State Board of Equalization
 - ❑ <https://www.boe.ca.gov/proptaxes/supplemental-assessment/>

- Possessory Interest Annotations, California State Board of Equalization
 - ❑ <https://www.boe.ca.gov/lawguides/property/current/ptlg/annt/660-0000-all.html>



Contact Information

Ventura County Assessor's Office [Inquiries to discuss Assessment details]

800 South Victoria Avenue
Ventura, CA 93009-1570
Phone: 805-654-2181
Web: Assessor.countyofventura.org
Email: Assessor.Info@ventura.org

Clerk of the Assessment Appeals Board [File formal appeal of assessment]

800 South Victoria Avenue
Ventura, CA 93009-1570
Phone: 805-654-2251
Web: Ventura.org/cob/aab
Email: AABClerk@ventura.org

California Board of Equalization [Taxpayer's Rights Advocate]

PO Box 942879
Sacramento, CA 94279-0120
Phone: 916-274-3400
Web: boe.ca.gov/tra/
Email: TRAOoffice@boe.ca.gov



September 4, 2024

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

Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, an Updated Master Administrative Agreement with the University of Alaska Fairbanks to Continue a Working Relationship for Unmanned Aircraft Systems Related Testing, Research, and Education; Authorization for Director of Airports or Designee to Sign a Task Order Agreement with the University of Alaska Fairbanks in the Not-to-Exceed Amount of \$53,691.48 for Consulting Services in Support of Development and Maintenance of a Flight Testing Area to and from the Oxnard and Camarillo Airports

Recommendations:

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

1. Approve, and authorize the Director of Airports or his designee to sign, the revised Master Administrative Agreement between the County of Ventura and the University of Alaska Fairbanks (Exhibit 1), to continue a working relationship for Unmanned Aircraft Systems (UAS) related testing, research, and education; and
2. Authorize the Director of Airports or his designee to sign the first Task Order with the University of Alaska Fairbanks (Exhibit 2), not to exceed \$53,691.48, to provide consulting services in support of the development and maintenance of flight-testing area to and from the Oxnard and Camarillo Airports.

Fiscal/Mandates Impact:

There is a limited financial impact to the Airport Enterprise Fund associated with this action, specifically tied to each Task Order. All costs will be borne solely by the Airport Enterprise Fund. This action is consistent with the Ventura County Strategic Plan Priorities in the areas of: Fiscal Responsibility, Economic Vitality, and Diverse & Innovative Workforce.

Discussion:

Historically, the County's airports' clientele has been aircraft hangar/aviation related developers, pilots, flight schools, and providers of various aviation-related services. However, over the past six years a new market for airport use has emerged. Airports are now sought after for use as test sites for emerging aeronautical and aeronautical related technologies. This demand is being driven by a variety of factors. One is the ever-increasing interest with the aviation community with the utilization of unmanned aircraft systems (UAS) or drones for public safety, transportation, and other commercial purposes. Another is the interest on the part of the Federal Aviation Administration (FAA) in promoting research in technological advancement in the interest of policy formation and improved safety.

To capitalize on this market trend, the Department of Airports is requesting approval to continue our relationship with the University of Alaska Fairbanks's Alaska Center for Unmanned Aircraft Systems Integration (ACUASI), which is also known as the Pan-Pacific UAS Test Range Complex. The Board approved our first Master Agreement in November of 2022.

Over the last two years the Department has marketed the County's airports as test sites for companies engaged in developing new aviation and aviation-related technologies. In doing so, the County could benefit from (i) increased rent revenues, (ii) the ability to be an early adopter of technologies that improve airport operations, safety and noise reduction, and (iii) establishing a more diverse tenant population, diminishing the impact of economic downturns. Other benefits include the potential for new capital investment and additional jobs in Ventura County. We have already seen success in attracting several companies (AmpAire, Skyrise and SwarmAero) which are already testing and developing at our airports. Additionally, several more aviation technology companies are currently exploring opportunities at Oxnard and Camarillo Airports.

The risks identified in testing new technologies at the County's airports are similar to those that currently exist with the daily aircraft operations already conducted at Camarillo and Oxnard Airports. The most significant risks associated with aircraft operations are related to safety of individuals on the ground and noise impacts. Any new technology-related testing operations conducted at these facilities would be mandated to comply with existing FAA operating rules and regulations. As a result, the safety risks would be the same as those that currently exist. It is important to note that adding different types of flight operations at the Airports would likely result in fewer standard training operations, such as fewer touch and go operations that have caused noise complaints, due to the added activity at the airport.

The purpose of this updated Agreement with the University of Alaska Fairbanks is to continue our relationship that will enable Camarillo and Oxnard Airports to remain members of the Pan-Pacific UAS Test Range Complex, and continue making the airports available for use by third-parties for UAS-related testing, research and educational purposes in coordination with the University.

The agreement in Exhibit 1 provides for “Task Orders,” which are agreements with the University of Alaska Fairbanks for specific consulting services in support of improving our airports’ suitability for these new operations. The first Task Order (Exhibit 2), with an expected expenditure of approximately \$53,691.48, is for the University to conduct airspace analysis to develop a safe test airspace near Oxnard and Camarillo Airports for new aircraft technologies. Most of the airspace will encompass areas over water along the coast between Oxnard/Camarillo Airports to just south of Santa Barbara Airport. This first Task Order will also include the University of Alaska personnel on site visit and the completion of FAA mandated monthly reports, over the next 24-month period.

Additionally, future Task Orders are expected to be executed with the University to conduct airspace analysis for safe aviation corridors between the County Airports and Santa Barbara Airport and Los Angeles International Airport to prepare for the contemplated electric vertical takeoff and landing (eVTOL) passenger service. The Department of Airports will return to your Board for authority to sign future Task Orders as needed.

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

Attachment:

- Exhibit 1 – Master Administrative Agreement
- Exhibit 2 – First Task Order
- Exhibit 3 – Proposed test flight area map

MASTER ADMINISTRATIVE AGREEMENT
C24.17-CouVe1-M2
BETWEEN THE
UNIVERSITY OF ALASKA FAIRBANKS
AND THE
COUNTY OF VENTURA, CALIFORNIA

This is a Master Administrative Agreement between the University of Alaska Fairbanks, in Fairbanks, Alaska, and the County of Ventura, a political subdivision of the State of California (collectively defined herein as “Parties”). The purpose of this Agreement is to evaluate and establish an unmanned aircraft systems test range in the County of Ventura, California (and potentially other locations) where the County of Ventura will manage the Certificate of Authority under University of Alaska Fairbanks authority and supervision.

This Master Agreement supersedes and sunsets the previous Master Administrative Agreement signed and put into effect November 1, 2022.

1. **TERM:**

This Agreement shall commence on 10/1/2024 and continue for one (1) year. This Agreement shall automatically renew for subsequent annual periods unless terminated under Section 13.

2. **TASK ORDERS**

- a. The Parties must describe any work required of the other Party in individually numbered Task Orders. All Task Orders are subject to the terms and conditions of this Agreement and may contain additional terms and conditions or modifications or deletions necessary for a particular project including terms and conditions required by a funding source. The Parties shall each be provided with applicable awards from prime funding sources. If there is an inconsistency between the terms of this Agreement and a Task Order, the terms of the Task Order shall prevail. The Parties must agree to and sign each Task Order, subject to review and approval of all terms. The Task Orders shall include, at a minimum:
 - i. Direct Labor, reflecting applicable labor category(ies), personnel titles(s), number of hours per personnel, and applicable labor rate.
 - ii. Travel, proposed (estimated) trip information; traveling to/from locations, number of days and nights, and number of individuals.
 - iii. Direct Materials and Other Direct Costs, category description(s) along with total category proposed cost(s).

- iv. Negotiated Facilities and Administration (F&A) Costs, per an agreement with cognizant government auditing agency. F&A rates will apply according to the term of the Task Order and will be current.
 - v. The performance of Services shall be on a cost-reimbursement basis.
- b. Each Task Order shall specify, in detail, the work to be performed as well as the reporting and billing requirements and the commencement and completion dates for that particular task.
 - c. Neither Party shall commence work pursuant to a Task Order until both parties have agreed to and signed the Task Order.
 - d. A revision to any Task Order is not binding unless it is agreed to and signed by both parties.
 - e. Principal Contacts and Personnel
 - i. In order to define concrete projects, both parties shall nominate one member of their staff as the Principal Contact responsible for all technical aspects of this Agreement. These Principal Contacts shall not necessarily be the person with authority to enter into Task Orders.
 - ii. The Principal Contact for the County of Ventura is **Keith Freitas** and the Principal Contact for the University of Alaska Fairbanks is **Catherine Cahill**. The Principal Contacts shall meet or be in contact by telephone on a regular basis, to review the status of this Agreement. The Principal Contacts and their team may visit the other Party's facilities where the projects are being conducted and participate in the collaborative work if the Principal Contacts agree that visitation and participation are appropriate. The parties also agree that they may review and obtain copies of project data, records, and results and to discuss this information with personnel carrying out the work, if the Principal contacts deem this appropriate.
 - iii. Any personnel delegated under a Task Order will be an employee of the delegating Party during the period of delegation and shall in no way be deemed an employee or agent of the other Party. The delegating Party shall require their personnel to comply with the other Party's policies and procedures and to respect the instructions of the other Party and to comply with the general and safety regulations of that Party. The delegating Party shall ensure that their personnel are covered by sufficient health and accident insurance and, workers' compensation insurance during the time the personnel is collaborating at the other Party's facilities.

3. OBLIGATION OF FUNDS, ESTIMATES OF COSTS

- a. The Party requesting work under a Task Order shall obligate funds to cover each of the work or project requested under the Task Order. Payments under this Agreement shall not exceed the amount obligated with respect to each Task Order.
- b. Neither Party guarantees the accuracy of the estimates of costs for performance of the work or the time for completion of a Task Order. When a Party has reason to believe that the total cost of the work under a Task Order will be greater or substantially less than the estimated cost of the work, that Party will notify the other Party, in writing, of the circumstance and the Parties agree to correct inadequacies of funding or to amend the scope of work to reflect the funds available. The Party performing the work may not exceed the total cost specified in the Task Order without a prior written agreement.
- c. Set-off of one Task Order against another Party's Task Order shall not be permitted.

4. INVOICES

The Parties agree that invoices for work performed under a Task Order may be submitted periodically pursuant to the terms of the Task Order. Invoices may be prepared and submitted in accordance with instructions on the Task Order. The Party requesting payment shall use its standard internal form of invoicing. Invoices shall reference this Agreement number, the application Task Order number, and shall be delivered, in duplicate, to:

For UAF:

Accounts Payable Department
University of Alaska Fairbanks
PO Box 757920
Fairbanks, AK 99775-7920
Email: uaf-ofa-ap@alaska.edu
Phone: 907-474-7031

For County of Ventura:

Jamal Ghazaleh
555 Airport Way, Suite B
Camarillo, CA 93010
Email: jamal.ghazaleh@ventura.org
Phone: (805) 388-4207marillo, CA 93010

With a copy to:

Tara Nelson
555 Airport Way, Suite B

Camarillo, CA 93010
Phone: (805) 388-4268
Email: tara.nelson@ventura.org

5. RIGHTS IN DATA AND COPYRIGHTS

- a. Unless otherwise specified within the Task Orders, all data developed solely by a Party in the performance of its work under the Task Order shall be and will remain the sole property of that Party.
- b. Also the Party will have all right, title, and interest in the copyright to all materials produced in performing the work under each Task Order. The Party issuing Task Orders and the funding agency shall have a perpetual royalty-free, non-exclusive worldwide and irrevocable right to reproduce, or otherwise use such data and material for the purpose of education and research or to license to use data created in the performance of the Task Order solely for the purpose of and only to the extent required to meet the parties obligations under a prime award.
- c. Only data shall be made available to the other party and only to the extent consistent with or permitted under applicable United States government grants. Any restrictions or regulations applicable to each Party shall prevail over any provisions contained in this Agreement. Any data that is sensitive, proprietary or classified will be excluded from this Agreement.
- d. With respect to each Party, any government grants or contracts and the terms therein that may apply shall take precedence over any agreements with the other Party.

6. INVENTIONS AND DISCOVERIES

- a. The term "Invention and Discovery" means any invention, discovery, improvement, development, know-how, knowledge, trade secret, or data conceived and reduced to practice, whether or not patented or patentable, by either Party or both Parties in the performance of this Agreement or any Task Order.
- b. Any pre-existing Invention and Discovery owned by University of Alaska Fairbanks shall remain the property of the University of Alaska Fairbanks. Any pre-existing Invention and Discovery owned by the County of Ventura shall remain the property of the County of Ventura.
- c. Inventions and Discoveries conceived and reduced to practice solely by County of Ventura under this Agreement, and any application for patent or patent granted for that Invention or Discovery, shall be the exclusive property of County of Ventura **subject** to the terms and conditions set forth in Public Law 96-517 as amended by Public Law 98-620. Inventions and Discoveries conceived and reduced to practice solely by the University of Alaska Fairbanks under this Agreement, and any

application for patent or patent granted for that Invention or Discovery, shall be the exclusive property of UAF subject to the terms and conditions in Public Law 96-517 as amended by Public Law 98-620.

- d. Inventions and Discoveries conceived and reduced to practice jointly by County of Ventura and/or its employees with one or more employees of the University of Alaska Fairbanks and any application for patent or patent granted for that Invention or Discovery shall be jointly owned by the parties, subject to the terms and conditions set forth in Public Law 96-517 as amended by Public Law 98-620. In the event of a jointly created invention, the Parties shall enter into a written, inter-institutional agreement to govern the marketing and sharing of proceeds. Any resulting license agreement for jointly owned inventions entered into must be agreed to and signed by both parties.
- e. The provisions of this Section shall survive the termination or expiration of this Agreement with respect to any Inventions and Discoveries made under this Agreement.

7. PUBLICATIONS

- a. Each Party reserves the right to publish in scientific, engineering or other academic journals its results of any collaboration, research or work performed under this Agreement unless otherwise agreed in a separate agreement. The other Party, however, shall have the opportunity to review any paper, presentation, or information containing results of the research or work performed under this Agreement 30 days prior to submission for publication and/or electronic transmission of the paper. In addition, the Party shall have the right to require deletion of any Confidential Information, as defined in Section 8, of the non-publishing Party.
- b. Nothing in this Agreement shall prevent either Party from making full use of the results of the collaboration carried out under this Agreement, provided, however, that such use shall be subject to whatever rights either Party may have under the law and under this Agreement. In particular, it is understood that each Party shall use such project data, records and results as necessary for the preparation of patent applications relating to the research or work performed under this Agreement or a Task Order.
- c. The provisions of this section shall survive the termination or expiration of this Agreement.

8. CONFIDENTIALITY

- a. During the course of this Agreement certain confidential information and materials may be disclosed by one Party to the other Party. All information relating to the other Party and/or its employees, affiliated companies' business, products and/or

services, and learned or acquired in connection with activities contemplated by this Agreement is highly confidential and proprietary in nature, and is a valuable and unique asset of the disclosing Party and shall be considered "Confidential Information." For the avoidance of doubt, any data and/or results generated by a Party under this Agreement or a Task Order will be considered Confidential Information, except to the extent that it is included in a publication, pursuant to Section 7 above. It is agreed that each Party will clearly identify material, information, and data it discloses and that it considers confidential as Confidential Information. It is also agreed that such materials, information and data constitutes the property of the disclosing Party and that the receiving Party will not disclose such Confidential Information before, during or after the term of each Task Order or this Agreement for a term of three years after the date of disclosure without the prior written consent of the disclosing Party. Each Party agrees not to make any copies of any Confidential Information, in whole or in part other than for the collaborative purposes outlined in this Agreement. But the receiving Party may keep one copy solely for legal, archival or evidentiary purposes. All such Confidential Information in the receiving Party's custody shall be promptly returned to the disclosing Party at its request or upon termination of the Agreement or the applicable Task Order. The receiving Party shall ensure that all of its employees and agents shall be bound by the terms of this paragraph. Except as permitted by this Agreement, each Party agrees to limit its use of any Confidential Information received from the other Party for the collaborative purposes outlined above and for no other purpose unless the Parties shall otherwise agree in writing.

- b. The exchange of Confidential Information hereunder shall not by implication or otherwise grant any right or license under any patent application, patent or other proprietary right. Each Party shall be free, in its sole discretion, to distribute its own Confidential Information to others and to use it for its own purpose. The County of Ventura shall have no rights in the University of Alaska Fairbanks Confidential Information, and the University of Alaska Fairbanks shall have no rights in the County of Ventura Confidential Information other than as provided in this Agreement.
- c. Nothing in this Section shall be construed to prevent a receiving Party from disclosing or using any information that the receiving Party can show by written documentation: (a) was in a receiving Party's possession or control prior to the date of disclosure; (b) was in the public domain or enters into the public domain through no improper act on receiving Party's part or on the part of any of a receiving Party's employees; (c) is rightfully given to a receiving Party from sources independent of the other Party; (d) is independently developed by a receiving Party without relying on the other Party's proprietary and confidential disclosures as documented by written evidence; or (e) is required to be disclosed by law, government order or regulation or by a court of competent jurisdiction.
- d. Neither Party shall use the other Party's Confidential Information as part of any consulting or licensing obligation owed to another institution, corporation or

business entity unless prior written permission is obtained from the authorized official of the Party owning such Information. In the case of the County of Ventura, that official is a Technology Transfer Official. In the case of the University of Alaska Fairbanks, that official is the Director, Intellectual Property & Licensing.

- e. If projects undertaken by the receiving Party involves Confidential Information of the other Party and the work results in an invention or substance that may be commercially useful, the receiving Party will promptly disclose in writing the invention or substance to the other Party's-Technology Transfer Office and notify that Office of the other Party's role as a supplier of the Confidential Information used, as well as the role of any employee of either Party in creating the invention or substance. Also, the receiving Party shall promptly supply the other Party's Technology Transfer Office with a copy of the disclosure, in confidence. All invention disclosures resulting from the receiving Party's use of disclosed Confidential Information shall be reviewed by both Parties and both Parties shall, in good faith and after considering and applying the terms of Section 6 of this Agreement, agree on ownership, inventorship, scope of claims and patent strategy prior to filing of each patent application.
- f. The obligations of confidentiality under this Agreement shall survive the termination or expiration of this Agreement for any reason for a term of three years after disclosure.
- g. No rights or obligations other than those expressly recited in this Agreement are to be implied from this Agreement. This Agreement shall not be construed to obligate a Party to disclose Confidential Information to the other Party. The disclosure of Confidential Information hereunder shall not be construed as granting a license under any patent or patent application or any right of use or ownership in the Confidential Information. Nor shall such disclosure constitute any representation, warranty, assurance, guarantee or inducement by the disclosing Party with respect to infringement of patents or rights of third parties. No warranty or representation as to the accuracy, completeness or technical or scientific quality of any information or suitability for the receiving Party's intended use is provided in this Agreement. **WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, THE PARTIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER.**

9. INSURANCE

The County of Ventura agrees to carry and keep in force, at its expense, general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate to cover liability for damages on account of bodily or personal injury or death to any person, or damage to property of any person. The University of Alaska Fairbanks is self-insured through the University of Alaska and agrees to provide the same amount of coverage. Each Party shall furnish evidence of insurance or self-insurance to the other prior to execution

of this Agreement. The insurance or responsibility to cover liability through self-insurance shall not be cancelled for any cause without at least 30 days prior written notice to the other Party. Each Party shall be responsible for maintaining worker's compensation coverage in accordance with applicable law.

10. INDEMNIFICATION

- a. Each party is responsible for its own negligence or wrongful acts according to applicable law. Neither party shall have a contractual obligation to indemnify the other.
- b. Indemnification provided for in this Article shall survive the termination or expiration of this Agreement.
- c. Neither Party shall be liable to the other for incidental, indirect, special, consequential, punitive damages, or for loss of profits, resulting or arising from the loss of data or the use of data provided by the other party.

11. APPROVAL OF SUBAGREEMENTS

No part of the work under a Task Order may be reissued to a third Party without the written approval of both Parties.

12. DISPUTES

The parties will make best efforts to resolve disputes as to the interpretation or implementation of this Agreement through consultation between the Principal Contacts of the Parties or the Directors of the Departments of the Parties.

13. TERMINATION

- a. Either Party may terminate this Agreement upon 30 days, advanced written, -notice to the other Party. If work is being performed under a Task Order, the parties agree that the Party performing the work shall be paid for all reasonable, allocable, and allowable costs incurred up to the effective date of termination, including all non-cancellable commitments, but not to exceed the total amount of the Task Order. Upon receipt of written notice terminating this Agreement from one Party to another each Party shall agree to take reasonable steps to immediately reduce costs and outstanding obligations.
- b. Additionally, the Party who issued the Task Order may terminate the project called for in the Task order in whole or in part, if the Party receiving the Task Order:
 - i. fails or refuses to deliver services specified in the Task Order within the time provided (except as set forth under the Delays provisions of this Section;

- ii. materially violates the conditions of this Agreement or Task Order and fails to cure the violation after the notice period described subsection (c);
 - iii. is not conducting the work in accordance with the specifications or with diligence so as to permit delivery on or before the specified delivery date in the sole reasonable judgment of the Party who issued the Task Order and the other Party fails to cure the problem in the notice period described in subsection (c).
- c. If the Party issuing the Task Order asserts a violation of (ii.) or (iii.) above, the Party shall issue a notice detailing the problem to the other Party, giving that Party at least 10 days after receipt of the notice specifying the failure to cure the violation or delay issue. If, after the cure period, the conditions of (ii.) or (iii.) are met, the Party who issued the Task Order may withdraw from the other Party those completed parts that are acceptable and instruct others of its choosing to complete the work and may cancel the Task Order, but such withdrawal of completed work and cancellation shall not constitute a waiver of the issuing Party's rights to damages arising from such default. The Party performing services under the Task Order shall be liable for excess reasonable direct costs occasioned by reason of its failure to perform.
- d. Delays in delivery beyond the time specified in the Task Order, due to causes beyond the control and without the fault or negligence of the Party performing services, may be excused if that Party notifies the issuing Party, in writing, of the cause of the delay within a reasonable time. When these excuses are given, the issuing Party, by written notice to the other Party, will extend the time for performance by a period as it determines to be commensurate with the period of excusable delay.

14. EQUIPMENT

- a. Title to equipment acquired shall be vested in the Party performing services under the Task Order, unless otherwise stated in the Task Order, and subject to the rights of the Funding Agency, if applicable. However, unless provided in the Party's budget, the Party receiving the Task Order shall not acquire items of equipment with Task Order funds provided by the issuing Party unless prior written approval has been obtained from the Party issuing the Task Order.
- b. The Party performing services under a Task Order shall be responsible for the safe use of and all costs associated with maintaining and ensuring equipment and associated materials, including inventory, accountability, and disposition of equipment according to the regulations governing the individual Task Order.

15. ASSIGNMENT

Work under this Agreement or a Task Order may not be assigned, in whole or in part, without the prior written consent of both Parties.

16. AGREEMENT MODIFICATIONS

Only the written Agreement of the signatories listed below, or their successors, shall be effective to modify or otherwise affect the provisions of this Agreement.

17. NOTICES

The parties agree that any notices under this Agreement shall be sent in writing to the representatives listed below by certified mail, return receipt request, or by a recognized overnight courier such as Federal Express. If any Party to this Agreement changes their address, notice of such change of address to the other Party shall be provided to the other Party according to this Section.

For the University of Alaska Fairbanks:

Kimberly Cox
Director, Office of Grants and Contracts Administration (OGCA)
PO Box 757880, WRRB 008
Fairbanks, Alaska 99775-7880
Phone: (907) 474-1586 Fax: (907) 474-5662
Email: kwcox@alaska.edu cc: uaf-ogca@alaska.edu

With a copy to:

For County of Ventura:

Keith Freitas
Director of Airports
555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4200 Fax: (805) 388-4366
Email: keith.freitas@ventura.org

With a copy to:

Casey Pullman
Deputy Director of Airports
555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4290 Fax: (805) 388-4366
Email: casey.pullman@ventura.org

18. USE OF NAME

Neither Party shall make (or have made on its behalf) any oral or written release of any statement, information, advertisement, or publicity in connection with this Agreement which uses the other Party's name, symbols, or trademarks without the other Party's prior written approval, subject to the Parties' rights set forth in Section 7 herein. Neither Party shall publicize or otherwise disclose the nature or terms of this Agreement in any manner except as approved in writing by the other Party or as required by applicable law.

19. RELATIONSHIP OF PARTIES

The Parties shall perform all their respective obligations under the Agreement only as independent contractors, and nothing in the Agreement shall be construed to be inconsistent with that relationship or status. Nothing contained in this Agreement shall be construed to place the Parties in a relationship of partners, joint ventures, or principal and agent.

20. HEADINGS

The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way be used to affect the meaning or interpretation of this Agreement.

21. WAIVER

The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

22. COMPLETE AGREEMENT

The Parties agree that they are not relying upon any promises, understandings, circumstances, conduct, negotiations, expectations, representations or agreements, oral or written, express or implied, other than those expressly set forth in this Agreement. This Agreement is a complete integration and constitutes the entire agreement of the Parties with respect to this subject matter and supersedes any prior agreement pertaining to its subject matter.

23. SEVERABILITY

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

24. EXPORT REGULATIONS

It is understood that each Party is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act as amended and the Export Administration Act of 1979), and that its obligations are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by the other Party that it shall not export data or commodities to certain foreign countries without prior approval of such agency. Neither Party represents that a license shall not be required, nor that if required, it shall be issued.

25. SIGNATORY AUTHORITY

Each signer below warrants that he or she has authority to sign on behalf of and bind the respective Party.

IN WITNESS WHEREOF, the respective Parties have executed this Agreement on the dates indicated below:

University of Alaska Fairbanks

County of Ventura

Kimberly Cox
Director, Office of Grants and
Contracts Administration (OGCA)

Keith Freitas
Director of Airports

Date: _____

Date: _____

**Task Order Agreement #001
Master Administrative Agreement
C24.17-CouVe1-M2**

**between the University of Alaska Fairbanks (UAF)
and COUNTY of VENTURA, CALIFORNIA**

Submitted to:
Office of Grants and Contracts
University of Alaska Fairbanks
P.O. Box 757880
Fairbanks, Alaska 99775-7880
uaf-ogca@alaska.edu
Phone: 907-474-7301

Submitted by:
County of Ventura
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

1.0 PURPOSE

This Task Order is to establish an agreement between the University of Alaska Fairbanks (UAF) and County of Ventura for Public Certification of Waiver or Authorization (COA) development. This includes the establishment, upkeep, activity reporting, and answering of any questions pertaining to the COA. Pricing will be done on a time and materials structure. This agreement covers the dates from 10/1/2024 and continues for two (2) years or the entire validity of the COA whichever is longer.

2.0 TASK DESCRIPTION

2.1 New Public COA Initiation

Performed by: Alaska Center for UAS Integration (ACUASI)

ACUASI will work with County of Ventura to develop a needs analysis for a new FAA Certificate of Authorization. The ACUASI Management Team, comprised of the ACUASI Deputy Director, Alaska Test Site Manager, and Airspace Integration and Operations Manager will coordinate all submissions to the FAA from initiation to execution.

2.2 COA Maintenance, Reporting, Pen & Ink Changes

Performed by: ACUASI.

The ACUASI Management Team will maintain record of COAs in-process. County of Ventura will populate the Monthly Activity spreadsheet with relevant information, as requested and provided by the Airspace Integration and Operations Manager. The Airspace Integration and Operations Manager will provide the monthly data uploads to the FAA as required by the regulation.

The ACUASI Management Team will work with County of Ventura to review any established COA's to determine if any aircraft additions or changes are required on an as-requested basis. The ACUASI Management Team will coordinate all renewal submissions to the FAA from initiation to final execution. Public COA renewals are not charged at the full new COA rate.

2.3 Site Visits

Performed by: ACUASI.

Site visits to 'stand up' range, site safety review, or for other operational purposes are allowable within this task order on an as-needed or as-requested basis. The personnel necessary for these site visits will be coordinated in advance of the needed date with County of Ventura authorized representatives.

3.0 TERMS AND CONDITIONS

3.1 Schedule

This Task Order commences from the start date agreed upon by ACUASI and County of Ventura and continues for 2 years, or entire validity of the COA whichever is longer.

At the conclusion of this Task Order, both parties will evaluate additional terms and conditions.

3.2 Labor and Travel Services

3.2.1 Labor

The ACUASI Management Team blended rate is \$154.47 per labor hour for support. The team is comprised of the ACUASI's Deputy Director, Alaska Test Site Manager, and Airspace Integration and Operations Manager.

COA reporting: 2.0 hours per month (Estimate). Up to 20 hours per month for busy ranges.

Communications, Coordination, and Review: 2.0 hour per month (Estimate)

3.2.2 *Travel proposed (estimated) trip information: traveling to/from locations, number of days and nights, and number of individuals.*

Site Stand-up: Two persons, traveling to/from Fairbanks, AK to the location designated by County of Ventura. Anticipate two days on site plus travel.

For other than site stand up, travel is not authorized under the task order.

Travel, if approved via email correspondence with County of Ventura, will be reimbursed to ACUASI based on actual costs and per diem which shall conform to the Federal Travel Regulations and UAF Travel Policies.

The number and role of travelers will also be determined on an as requested basis, upon which a new task order will be issued. Anticipate an annual site visit.

3.3 Fixed Rate Items.

New Public COA Application Fee is \$10,000.00. New applications are authorized to be billed as soon as they are issued a Federal Aviation Administration Certificate of Waiver or Authorization FAA Form 7711-1.

Addition of new aircraft type to COA: \$1,000 per aircraft.

3.4 **Negotiated Facilities and Administration (F&A). F&A rates will apply to all services and items according to the term of the Task Order and will be current.**

F&A is incorporated into the quoted labor rate.

3.5 The performance of services shall be on a cost-reimbursement basis.

All costs incurred by the University of Alaska Fairbanks in accordance with this Task Order will be billed on a cost-reimbursement basis to County of Ventura in a timely manner following the completion of all services as outlined in this document.

3.6 Providing items shall be on a fixed rate basis.

The performance of fixed rate items will be billed upon completion of the item per the schedule in section 3.3 as indicated by the issuance of the associated paperwork by the FAA.

3.7 Not To Exceed (NTE) Amount.

\$53,691.48 NTE.

3.8 Reporting and Billing

UAF will bill County of Ventura as costs are incurred for services. UAF will bill County of Ventura based on actual costs for services.

UAF will bill County of Ventura upon issuance of the new COA and associated paperwork at the fixed rate for that item. If optional changes indicated in section 3.3 are requested, UAF will bill County of Ventura upon issuance of the approved changes at the fixed rates for each item(s).

County of Ventura will remit payment within 30 days following the receipt of invoice to the following address:

Office of Grants and Contracts Administration

PO Box 757880

Fairbanks, AK 99775-7880

County of Ventura:

If you have any program or technical questions related to the County of Ventura about this Task Order agreement, please contact Casey Pullman at Email: Company Contact E-mail or Phone: (805) 388-4290 or (805) 603-3620.

If you have any questions about the contractual execution of this Task Order agreement, please contact Keith Freitas at keith.freitas@ventura.org or (805) 603-9923.

Alaska Center for UAS Integration (ACUASI):

If you have any program or technical questions related to ACUASI about this Task Order agreement, please contact Greg Foscue at gtfoscue1_ua@alaska.edu or (907) 455-2026 or (907) 978-7012.

If you have any questions about the contractual execution of this Task Order agreement, please contact Brent Davis at bddavis3@alaska.edu or 310-595-7306 and LP Persia-O’Leary at lp.oleary@alaska.edu or (907) 455-2026.

4.0 EXECUTION OF TASK ORDER AGREEMENT

IN WITNESS WHEREOF, the respective Parties have executed this Task Order Agreement on the dates indicated below:

University of Alaska Fairbanks

County of Ventura Department of Airports

Kimberly Cox
Director

Keith Freitas
Director of Airports

Office of Grants and Contracts Administration (OGCA)

Date: _____

Date: _____

September 4, 2024

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

Subject: Receive and File a Monthly Staff Update from Communications and Engagement Manager Regarding Ventura County Airports

Recommendation:

Receive and file a monthly staff update from Communications and Engagement Manager regarding Ventura County Airports.

Fiscal/Mandates Impact:

This item is presented for information only and it does not require consideration by the Board of Supervisors at this time. There are no fiscal impacts associated with the recommendation of this action.

Discussion:

The Department of Airports is continuing its work to highlight exceptional stories surrounding local aviation.

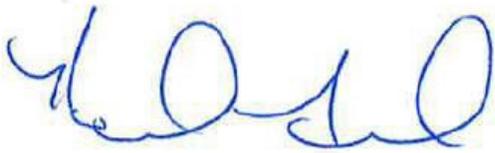
The County of Ventura Department of Airports was established in 1976 to manage Camarillo Airport and Oxnard Airport. Together these Airports provide vital connections to the national airspace system and are home to many businesses and individual aircraft owners, all of whom contribute to the economic vitality of Ventura County and/or serve as philanthropic contributors through a variety of non-profit organizations. Such contributions are made without the knowledge of the majority of the general public.

National and locally based organizations such as Pilots for Paws, Angel Flight, LightHawk, the VC Ninety-Nines, Experimental Aircraft Association, and more are dedicated to serving the community in a variety of ways and are among the unsung heroes in local aviation.

The Department of Airports began a series highlighting these unsung heroes in September 2023. This series is showcased through periodic short feature stories designed to not only put a spotlight on those who tirelessly serve the community but to also help educate the community about a portion of local aviation that is often overlooked.

September's spotlight story focuses on the Ventura County Aviation Unit and its impact on the community as a vital resource for medical care, rescues, firefighting, and more.

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



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



COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending June 30, 2024

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	17,204	7,897	Current Month	7	1
Last year for the month	16,270	6,956	Current year to date	18	4
% Change	6%	14%	CMA: 6/4 - Disabled A/C RWY 26 6/8 - Alert 1 Auto Pilot issues 6/12 - Flat tire Twy F 6/15 - Flat tire Twy F 6/15 - Alert 2, engine smoke 6/23 - Alert 2 dysfunction engine 6/29 - SHF helo bird strike OXR: Disabled A/C, twy A2/rwy 25 infield		
Current year to date	89,550	43,867			
Last year to date	81,715	38,441			
% Change	10%	14%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	15
Cards issued to transient overnight aircraft	23	5
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	26	2

** 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 July 31, 2024

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	16,627	7,048	Current Month	6	0
Last year for the month	14,544	6,115	Current year to date	24	4
% Change	14%	15%	CMA: 7/9 - Alert 2 engine failure 7/10 - Disabled A/C twy B 7/13 - Alert 2 vibration in cockpit 7/16 - A/C deviation w tower 7/18 - A/C wing hitting hgr while parking 7/25 - Stearman crash rwy 26 OXR: N/A		
Current year to date	74,496	50,915			
Last year to date	65,445	44,556			
% Change	14%	14%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	21
Cards issued to transient overnight aircraft	38	10
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	26	2

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

Camarillo Noise Comment Report June 2024

Comments by Location	Number of Comments	Total Number of Households
East Neighborhoods	0	0
Midtown/Old Town	238	13
North Neighborhoods	5	3
Unspecified/Other	8	Unknown

Type of Operation	
Takeoff/Departure	1
Landing/Arrival	166
Traffic Pattern	71
Unspecified	13

Total Comments = 251

Time of Day	
12 a.m. – 5 a.m.	10
5 a.m. – 8 a.m.	2
8 a.m. – 6 p.m.	126
6 p.m. – 12 a.m.	113

Comment Breakdown:

Household #1:
171 (68%)

Household #2:
28 (11%)

Household #3:
14 (6%)

Type of Aircraft	
Single Engine Piston	4
Multi-Engine Piston	2
Turboprop	0
Turbo Jet	227
Helicopter	6
Unspecified	12



Oxnard Noise Comment Report June 2024

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5 th (Channel Islands, Oxnard Shores, Seabridge, etc.)	196	9
South Neighborhoods (Via Marina, etc.)	14	3
East Neighborhoods	0	0
North Neighborhoods	0	0
Other/Unspecified	0	Unknown

Type of Operation	
Takeoff/Departure	1
Landing/Arrival	1
Traffic Pattern	25
Unspecified	183

Total Comments = 210

Time of Day	
12 a.m. – 5 a.m.	1
5 a.m. – 8 a.m.	5
8 a.m. – 6 p.m.	189
6 p.m. – 12 a.m.	15

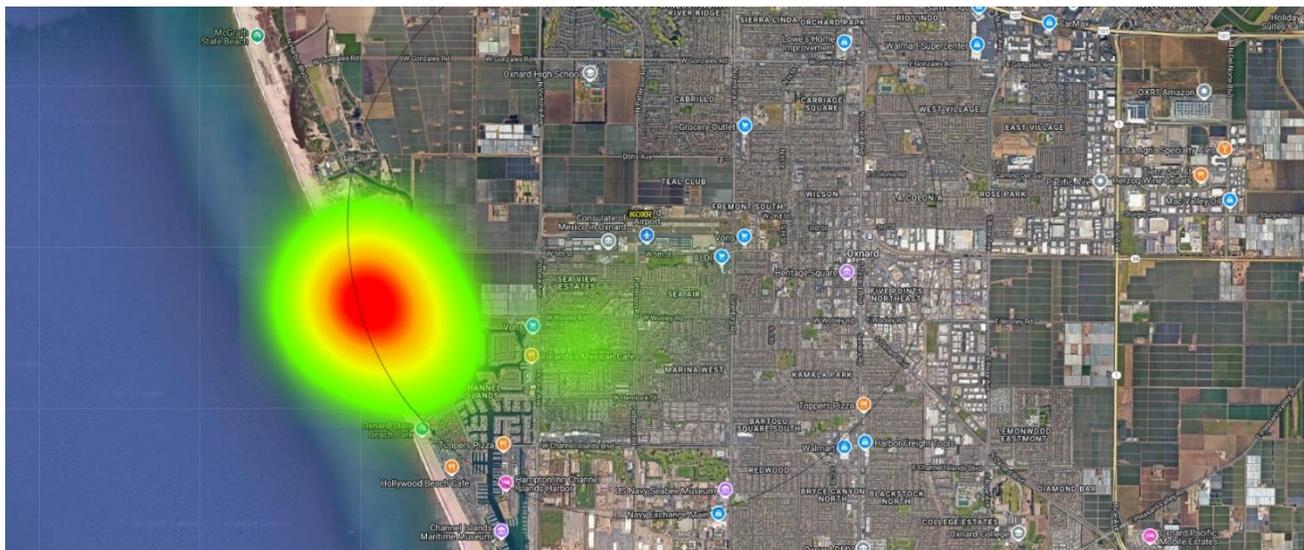
Comment Breakdown:

Household #1:
131 (62%)

Household #2:
45 (21%)

Household #3:
9 (4%)

Type of Aircraft	
Single Engine Piston	13
Multi-Engine Piston	1
Turboprop	0
Turbo Jet	1
Helicopter	16
Unspecified	179



Camarillo Noise Comment Report July 2024

Comments by Location	Number of Comments	Total Number of Households
East Neighborhoods	0	0
Midtown/Old Town	137	7
North Neighborhoods	2	1
Unspecified/Other	43	Unknown

Type of Operation	
Takeoff/Departure	1
Landing/Arrival	118
Traffic Pattern	54
Unspecified	9

Total Comments = 182

Time of Day	
12 a.m. – 5 a.m.	6
5 a.m. – 8 a.m.	2
8 a.m. – 6 p.m.	98
6 p.m. – 12 a.m.	106

Comment Breakdown:

Household #1:
120 (66%)

Household #2:
40 (22%)

Household #3:
5 (3%)

Type of Aircraft	
Single Engine Piston	3
Multi-Engine Piston	6
Turboprop	35
Turbo Jet	124
Helicopter	3
Unspecified	11



Oxnard Noise Comment Report July 2024

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5 th (Channel Islands, Oxnard Shores, Seabridge, etc.)	207	11
South Neighborhoods (Via Marina, etc.)	31	2
East Neighborhoods	0	0
North Neighborhoods	3	1
Other/Unspecified	4	Unknown

Type of Operation	
Takeoff/Departure	0
Landing/Arrival	1
Traffic Pattern	36
Unspecified	208

Total Comments = 245

Time of Day	
12 a.m. – 5 a.m.	0
5 a.m. – 8 a.m.	2
8 a.m. – 6 p.m.	219
6 p.m. – 12 a.m.	24

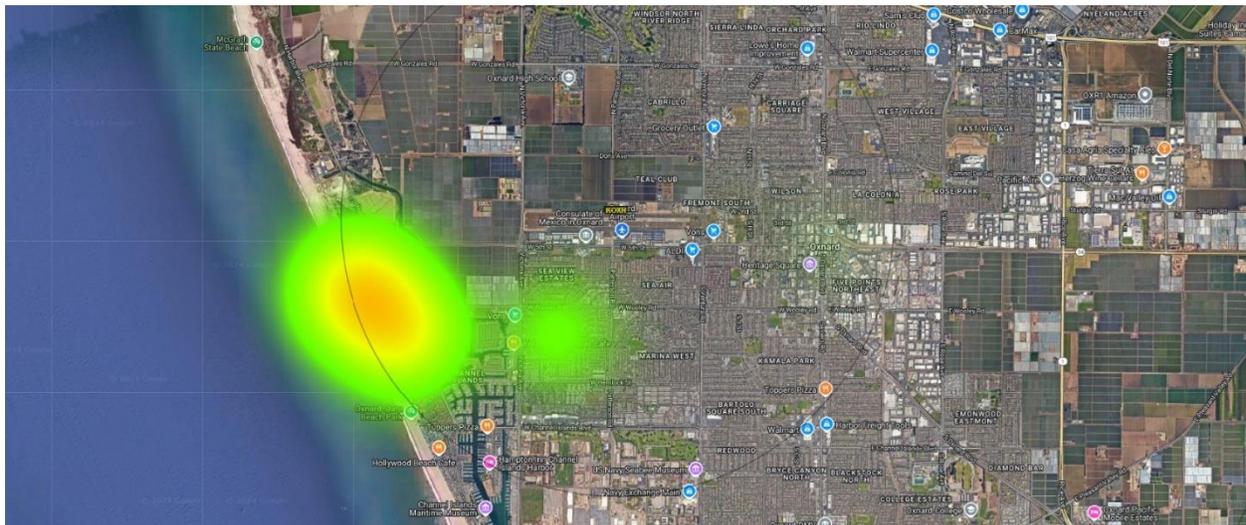
Comment Breakdown:

Household #1:
106 (43%)

Household #2:
83 (34%)

Household #3:
23 (9%)

Type of Aircraft	
Single Engine Piston	31
Multi-Engine Piston	3
Turboprop	0
Turbo Jet	0
Helicopter	4
Unspecified	207





JUNE 2024

CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT

Status Update:

- The draft ALP Drawing Set and supporting documentation related to the ALP Update/Narrative Report were submitted to the FAA for review on June 13, 2024.
- The Consultant has updated all material on the study website.

Upcoming Action Items:

- Await FAA's review of the ALP Drawing Set.
- Upon FAA approval of the ALP Drawing Set, final documents associated with the ALP and Narrative Report will be completed.

Project Percent Complete: The project is 91.5% complete through June 2024.

CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- Conducted Community Listening Session on June 3, 2024.
- Conducted Aviation and Land Use Technical Conferences on June 4, 2024.
- Submitted revised to Noise Exposure Map document to FAA for review on June 14, 2024.

Upcoming Action Items:

- Prepare Noise Compatibility Program Chapters 4, 5, and 6.

Project Percent Complete: The project is 54.5% complete through June 2024.

OXNARD AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- Conducted Community Listening Session on June 4, 2024.
- Conducted Aviation and Land Use Technical Conferences on June 5, 2024.
- Submitted revised to Noise Exposure Map document to FAA for review on May 31, 2024.

Upcoming Action Items:

- Prepare Noise Compatibility Program Chapters 4, 5, and 6.

Project Percent Complete: The project is 53.2% complete through June 2024.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 24-01)

Status Update:

- Historic evaluation and CatEx for Oxnard Airport's ATCT upgrades are ongoing. CatEx and historic report plan to be submitted to airport staff for review in July.
- Advertising and Spanish translation services for documentation associated with Camarillo Airport's ALP Update/Narrative Report.

Upcoming Action Items:

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

Project Percent Complete: 26.7% of the not-to-exceed amount of \$125,000 has been completed through June 2024.



JULY 2024

CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT

Status Update:

- The draft ALP Drawing Set and supporting documentation related to the ALP Update/Narrative Report were submitted to the FAA for review on June 13, 2024.
- FAA submitted ALP review comments to Airport staff and Coffman Associates on July 17, 2024.
- Coffman Associates sent revised Draft ALP Drawing Set to Airport staff on July 26, 2024. Awaiting final review comments from Airport staff prior to re-submission to the FAA.
- The Consultant has updated all material on the study website.

Upcoming Action Items:

- Re-submission of the draft ALP Drawing Set to FAA for review/ultimate approval.
- Upon FAA approval of the ALP Drawing Set, final documents associated with the ALP and Narrative Report will be completed.

Project Percent Complete: The project is 92.5% complete through July 2024.

CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- Additional edits to Noise Exposure Map document based on FAA feedback received June 26, 2024.
- Preparation of draft Noise Compatibility Program Chapters 4, 5 and 6.
- **Upcoming Action Items:**
- Next Planning Advisory Committee and Community Meetings scheduled for October 9, 2024.

Project Percent Complete: The project is 56.0% complete through July 2024.

OXNARD AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

Status Update:

- Additional edits to Noise Exposure Map document based on FAA feedback received June 21, 2024.
- Preparation of draft Noise Compatibility Program Chapters 4, 5 and 6.

Upcoming Action Items:

- Next Planning Advisory Committee and Community Meetings scheduled for October 8, 2024.

Project Percent Complete: The project is 54.8% complete through July 2024.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 25-01)

Status Update:

- CatEx and historic report for the Oxnard Airport ATCT project were submitted to the FAA on July 22, 2024 (Coffman Associates project #24EA09 - \$7,672.15).
- Spanish translation services were undertaken for Executive Summary Brochure associated with Camarillo Airport's ALP Update/Narrative Report (Coffman Associates project #20GS05 - \$54.32).

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: 3.9% of the not-to-exceed amount of \$200,000 has been completed through July 2024.



July 8, 2024

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 – June 2024

Dear Mrs. Powers,

Below is a summary of the tasks completed by Woolpert during the month of June 2024 for the Camarillo Airport:

Conceptual Design for Runway/Taxiway Reconstruction (County Project No. AEA 22-10)

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- **Upcoming:**
 - Continued coordination on this project with the County and FAA as needed.
 - County to provide comments on the Conceptual Design package.

Final Design for Runway Reconstruction (AIP Project No. 3-06-0339-044-2024)

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- On June 6, 2024, Woolpert provided the revised scope of work for Design Services and the revised grant exhibit to the County based on the FAA comments.
- On June 19, 2024, Woolpert provided Coffman Associates with the revised project exhibit for the CatEx to depict the estimated areas and volumes of demolition components and the runway edge light offset from centerline.
- **Upcoming:**
 - Continued coordination on this project with the County as needed.

Runway 8-26 and Taxiway A Pavement Improvements (County Project No. AEA 24-06)

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- Throughout the month of June, Woolpert coordinated with Granite Construction on submittal reviews, Requests for Information (RFIs), and proposed construction schedule.
- On June 14, 2024, Woolpert provided the County with the draft Notice to Proceed (NTP) for Preconstruction Project Coordination for signature. The County returned the signed version and the NTP was provided to Granite Construction the same day.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

- On June 18, 2024, the County provided Woolpert with the Notice to Proceed for Construction Management services.
- **Upcoming:**
 - Continued coordination on this project with the County.

Airport Pavement Management System (APMS) Update

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- On June 12, 2024, the County informed Woolpert that the contracting for this project will be completed in the Fall of 2024.
- **Upcoming:**
 - Woolpert will coordinate with subconsultants to assist with the completion of this project.
 - County to provide comments on Woolpert's scope of work.

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

Sincerely,

Woolpert, Inc.



Matt Gilbreath, P.E.
Project Manager, Aviation

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

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030



August 13, 2024

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 – July 2024

Dear Mrs. Powers,

Below is a summary of the tasks completed by Woolpert during the month of July 2024 for the Camarillo Airport:

Conceptual Design for Runway/Taxiway Reconstruction (County Project No. AEA 22-10)

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- **Upcoming:**
 - Continued coordination on this project with the County and FAA as needed.
 - County to provide comments on the Conceptual Design package.

Final Design for Runway Reconstruction (AIP Project No. 3-06-0339-044-2024)

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- On July 3, 2024, Woolpert submitted the proposed engineering fee for Design Services for County review as well as the fee comparison spreadsheet. On July 25, 2024, Woolpert submitted the revised engineering fee for Design Services based on County comments.
- **Upcoming:**
 - Continued coordination on this project with the County as needed.
 - County will get Woolpert under contract for this project.

Runway 8-26 and Taxiway A Pavement Improvements (County Project No. AEA 24-06)

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- Throughout the month of July, Woolpert coordinated with Granite Construction (Granite) on submittal reviews and proposed construction schedule.
- On July 9, 2024, Woolpert provided the County with Granite's submitted Safety Plan Compliance Document (SPCD) for review.
- On July 10, 2024, Woolpert, the County, and the Airport Maintenance and Operations team completed a site visit to review the pavement condition on Taxiway A.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

- On July 18, 2024, Woolpert provided the County with an exhibit depicting the temporary proposed pavement markings along Taxiway A. Woolpert provided a revised exhibit and rough order of magnitude cost estimate to the County on July 31, 2024.
- **Upcoming:**
 - Continued coordination on this project with the County.
 - Coordination with the FAA and County on NAVAID shutdowns.
 - Continued coordination with Granite on submittals.
 - Woolpert to prepare the Construction Flyer for tenant and public distribution once Granite submits a revised and approved construction schedule.
 - County to review the Taxiway A Pavement Marking exhibit.
 - Pre-Construction Meeting is scheduled for August 15, 2024.
 - Woolpert to prepare the Notice to Proceed for Construction to provide to Granite by August 16, 2024.
 - Construction Schedule I, Phase 1 scheduled to commence on August 26, 2024.

Airport Pavement Management System (APMS) Update

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- **Upcoming:**
 - Woolpert will coordinate with subconsultants to assist with the completion of this project.
 - County to provide comments on Woolpert’s scope of work.

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

Sincerely,

Woolpert, Inc.



Matt Gilbreath, P.E.
Project Manager, Aviation

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

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030



July 12, 2024

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 – June 2024

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of June 2024, by Woolpert and our subconsultants for the Oxnard Airport:

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

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- **Upcoming:**
 - Woolpert will continue project coordination with the County.
 - County to provide the Sponsor items needed for the Construction Closeout Report.
 - Woolpert will update the runway PCN value to a PCR value by September 30, 2024.

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

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- On June 17, 2024, LimnoTech provided the revised soil stockpile draft report to Woolpert to forward to the County for review, which detailed the testing for per- and polyfluoroalkyl substances (PFAS), Title 22 Metals, Total Petroleum Hydrocarbons, and Volatile Organic Compounds. The revisions included a summary chart of PFAS detected, expanded on the options of disposal, and referenced the source for determining the number of samples per stockpile. Woolpert provided the soil stockpile results to Security Paving to confirm if a landfill would accept the unclassified excavation material within the stockpiles.
- On June 27, 2024, Woolpert coordinated with Airport Operations and Granite on a site visit to the warranty repair area near the manholes adjacent to Taxiway A3. A site visit was completed with Granite and Airport Operations on July 2, 2024.
- **Upcoming:**
 - Woolpert will continue project coordination with the County, FAA, and Granite as needed.
 - FAA to sign the FAA version of Change Order No. 4.
 - Security Paving to determine whether a landfill would accept the stockpiled unclassified excavation material.
 - County to coordinate the results and plan for approval from the LA Waterboard following landfill acceptance confirmation from Security Paving.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

AIP Project No. 03-06-0179-044/045-2023 – Taxiway A Reconstruction (Construction Management (CM))

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- Throughout the month of June, Woolpert and Security Paving coordinated on submittal reviews, Requests for Information (RFIs), payroll reviews, and proposed construction schedule. Woolpert also submitting daily reports to the County for each day of monitoring construction activities.
- On June 2, 11, 20, and 27, 2024, Woolpert conducted the weekly construction meetings for this project, and it was attended by the County, FAA, Security Paving, and subcontractors for Security Paving. The meeting minutes were sent out to all parties for their review and records after each meeting.
- On June 2, 10, 17, and 24, 2024, Woolpert submitted the Weekly Construction Progress and Inspection Reports to the FAA and County.
- On June 3, 2024, Woolpert provided a draft email to the County to send to the FAA detailing the plan to keep Control Strip No. 1 in place at no cost to the County or FAA. The County forwarded this email to the FAA.
- On June 5, 2024, Woolpert provided a directive to Security Paving to proceed with disposal of unclassified excavation material off-site as non-hazardous material for Schedule I, Phase 2. This directive will be reevaluated for each phase.
- On June 6, 2024, Woolpert provided Field Directive No. 3 to Security Paving, which added additional spot elevations to the edge of pavement on Taxiway A4 and added a single coat of yellow pavement markings for the runway lead-in line at Taxiway A4.
- On June 8, 2024, Schedule I, Phase 1 was complete, Taxiway A from Taxiway A1 to Taxiway A2 was reopened, and the ILS Glide Slope was returned to service on June 10, 2024. Schedule I, Phase 2 then commenced for a total of 32 calendar days. Taxiway A from Taxiway A3 to Taxiway A4 was closed with an anticipated completion date of July 11, 2024.
- On June 10, 2024, Woolpert provided Security Paving with the preliminary punchlist for Schedule I, Phase 1.
- On June 10, 2024, Woolpert and the County coordinated on the potential use of asphalt grindings in the shoulders along Taxiway A. It was ultimately decided that the use of grindings may not be environmentally cleared and the use of base course material within the shoulders was proposed instead.
- On June 11, 2024, Woolpert provided the County with Security Paving's cost estimate to replace the REIL lights. The County provided comments to Woolpert the same day and these comments were forwarded to Security Paving.
- On June 11, 2024, Contractor Pay Application No. 1 was signed by and distributed to all parties.
- On June 14, 2024, Woolpert provided a directive to Security Paving to proceed with a 5% application rate of cement treatment rather than a combination of lime and cement treatment due to the presence of predominately fine-graded subgrade soils within the Phase 2 project area.
- On June 18, 2024, the County received approval to proceed with Change Order No. 1 to balance unclassified excavation quantities based on the results of the Pre-Construction Waste Characterization Report. Change Order No. 1 was sent out for signature on July 1, 2024.
- On June 18 and 26, 2024, Woolpert coordinated with Security Paving and the County on the base course shoulder change order and proposed cost. Security Paving agreed to utilize ¾" (Class 2) base

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

course material within the shoulders to a depth of 3 inches and width of 15 feet under the P-209 Crushed Aggregate Base Course payment item.

- On June 20, 2024, Woolpert and the County coordinated on the use of the fire hydrant by the west hangars.
- On June 26, 2024, Security Paving damaged Gate 9; the gate was repaired and fully functional as of June 28, 2024.
- On June 27, 2024, Woolpert and the County coordinated on an FAA flight check within the localizer critical area and ensured that Security Paving was clear of the area during the flight check.
- On June 28, 2024, Woolpert provided the County with the backup information for the quantities in Contractor Pay Application No. 1 and No. 2.
- **Upcoming:**
 - Woolpert will continue project coordination with the County, Security Paving, and Ninyo & Moore.
 - County to review VSR pavement marking exhibits.
 - Construction Schedule I, Phase 3 is scheduled to begin on July 11, 2024.
 - Woolpert to issue a directive for the hauling of unclassified excavation material for Schedule I, Phase 3.
 - Woolpert to send out Contractor Pay Application No. 2 for signature.

AIP Project No. 03-06-0179-046-2023 – Reconstruction of Terminal and ARFF Apron (Design)

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- **Upcoming:**
 - FAA to review the Scope of Work for design services.
 - Woolpert to provide engineering fees and blank IFE spreadsheet once requested by the County.

Air Traffic Control Tower (ATCT) Improvements

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- **Upcoming:**
 - Woolpert will continue project coordination with the County and prepare grant applications based on the NOFOs.

Airport Pavement Management System (APMS) Update

- Throughout the month of June, the County and Woolpert discussed this project during coordination meetings on June 12 and 27, 2024.
- **Upcoming:**
 - Woolpert will coordinate with subconsultants to assist with the completion of this project.
 - County to provide comments on Woolpert's scope of work.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

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

Sincerely,

Woolpert, Inc.



Matt Gilbreath, P.E.

Project Manager, Aviation

cc: Mr. Keith Freitas, Mr. Dave Nafie, Ms. Sujin Beck – 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 – Woolpert, Inc.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030



August 13, 2024

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 – July 2024

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of July 2024, by Woolpert and our subconsultants for the Oxnard Airport:

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

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- **Upcoming:**
 - Woolpert will continue project coordination with the County.
 - County to provide the Sponsor items needed for the Construction Closeout Report.
 - Woolpert will update the runway PCN value to a PCR value by September 30, 2024.

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

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- On July 2, 2024, Granite Construction (Granite), Woolpert, and Airport Operations completed a site visit to the warranty repair area near the manholes adjacent to Taxiway A3.
- On July 11, 2024, Granite provided Woolpert with a letter disputing the warranty repair claim. Woolpert provided the letter to the County.
- On July 29, 2024, Security Paving provided a cost estimate for the haul-off of the soil stockpile material from former Taxiways A through E. Woolpert provided the County with the cost estimate and proposed disposal location.
- **Upcoming:**
 - Woolpert will continue project coordination with the County, FAA, and Granite as needed.
 - Woolpert to prepare letter response to Granite for warranty repair work.
 - FAA to sign the FAA version of Change Order No. 4.
 - County to coordinate with Security Paving on the soil stockpile disposal location and cost estimate.
 - County to coordinate the soil stockpile test results and plan for approval from the LA Waterboard.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

AIP Project No. 03-06-0179-044/045-2023 – Taxiway A Reconstruction (Construction Management (CM))

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- Throughout the month of July, Woolpert and Security Paving coordinated on submittal reviews, Requests for Information (RFIs), payroll reviews, and construction schedule. Woolpert also submitting daily reports to the County for each day of monitoring construction activities.
- On July 1, 8, 15, 23, and 27, 2024, Woolpert submitted the Weekly Construction Progress and Inspection Reports to the FAA and County.
- On July 2, 8, 16, 23, and 30, 2024, Woolpert conducted the weekly construction meetings for this project, and it was attended by the County, Security Paving, and subcontractors for Security Paving. The meeting minutes were sent out to all parties for their review and records after each meeting.
- On July 2, 2024, Woolpert provided Security Paving with the Notice of Day Count Suspension for the July 4th holiday.
- On July 2, 2024, Contractor Pay Application No. 2 was routed for signature and was signed by all parties and distributed on July 9, 2024.
- On July 8, 2024, Woolpert provided a directive to Security Paving to proceed with the disposal of unclassified excavation material off-site as non-hazardous material for Schedule I, Phase 3.
- On July 8 and 9, 2024, Woolpert provided the County with the revised Construction Flyer detailing the revised project start/end dates, project area, and closure durations for tenant and public distribution.
- On July 8 and 12, 2024, Woolpert provided the County with the County and FAA versions of the draft Change Order No. 2 for the installation of crushed aggregate base course shoulders in place of the turf shoulders. Change Order No. 2 was routed for signature on July 16, 2024 and the signed County version of the change order was provided to Woolpert by the County on August 7, 2024.
- On July 9, 2024, Woolpert, the County, and Security Paving completed a walkthrough of the Schedule I, Phase 2 project area.
- On July 9, 2024, Woolpert provided the updated Payroll Status Log and certified payrolls to the County. On July 11, 2024, Woolpert informed the County that payrolls through the Contractor Pay Application No. 2 pay period were reviewed and accepted.
- On July 10, 2024, Schedule I, Phase 2 was completed and Taxiway A from Taxiway A3 to Taxiway A4 was reopened. Schedule I, Phase 3 then commenced on July 11, 2024 for a total of 20 calendar days. Taxiway A from Taxiway A4 to Taxiway A5 was closed to aircraft operations.
- On July 16 and 17, 2024, Woolpert and the County coordinated on the REIL repair schedule to be completed by Royal Electric.
- On July 23, 2024, Woolpert and the County completed a walkthrough of the additional proposed paving areas south of the project boundary.
- On July 23, 2024, Woolpert provided the County with the updated SEC FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* to provide to the FAA for the ILS Glide Slope shutdown during the Schedule I, Phase 1 additional shoulder work and the Runway 7/25 and NAVAID shutdown during the REIL repair work. The County submitted the form to the FAA on July 25, 2024. On July 26, 2024, Woolpert coordinated with the local FAA SSC Manager regarding the NAVAID shutdowns.
- On July 25, 2024, Woolpert's Project Manager and Deputy Project Manager completed a site visit to inspect the project area and asphalt paving.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

- On July 25, 2024, Woolpert provided the County with the revised BIL Grant Application to provide to the FAA.
- On July 25 and 26, 2024, Woolpert provided the County with a draft email to send to the FAA regarding the Runway 7-25 closure for the REILs repair work.
- On July 26, 2024, Woolpert provided the County with the additional proposed paving area exhibit based on the completed walkthrough.
- On July 30, 2024, Woolpert and the County coordinated on the proposed Restricted Area pavement markings along the apron in front of the terminal building.
- On July 30, 2024, Schedule I, Phase 3 was complete and Taxiway A from Taxiway A4 to Taxiway A5 was reopened. The Schedule I, Phase 1 additional shoulder work then commenced on July 31, 2024 for a total of 3 calendar nights. Taxiway A from Taxiway A1 to Taxiway A2 was closed to aircraft operations.
- On July 30, 2024, Woolpert informed Security Paving that County approval for the additional paving areas would not occur until September 24, 2024 at the earliest and suggested that final striping occur during this re-mobilization as well.
- On July 30 and 31, 2024, Woolpert and the County coordinated on the demolition of the non-movement pavement markings along the fence line between Taxiways A3 and A4.
- On July 31, 2024, Woolpert provided Field Directive No. 4 to Security Paving, which depicted the revised Restricted Area markings demolition and re-stripe along the apron in front of the terminal building.
- On July 31, 2024, Woolpert, the County, and Security Paving coordinated on the project completion date for the SWPPP in the SMARTS database.
- **Upcoming:**
 - Woolpert will continue project coordination with the County and Security Paving.
 - Woolpert to provide revised non-movement line marking exhibit to the County for review.
 - Woolpert to send out Contractor Pay Application No. 3 for signature once all contractor payrolls are received, reviewed, and accepted.
 - Woolpert to prepare estimate of final quantities and cost for County review.
 - Royal Electric to complete REILs repair work on the night of August 1, 2024.
 - Schedule I, Phase 1 additional shoulder work scheduled to be completed August 2, 2024.
 - Woolpert to provide Security Paving with the final project punchlist following the project walkthrough with the County and Security Paving on August 2, 2024.
 - Final pavement striping, grooving of Taxiway A4, and haul route repair work to be completed by Security Paving in late September or early October 2024.
 - Woolpert to prepare Airfield Signage and Marking plan.
 - Woolpert to prepare updated airport electrical exhibit.

AIP Project No. 03-06-0179-046-2023 – Reconstruction of Terminal and ARFF Apron (Design)

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- **Upcoming:**
 - FAA to review the Scope of Work for design services.
 - Woolpert to provide engineering fees and blank IFE spreadsheet once requested by the County.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

Air Traffic Control Tower (ATCT) Improvements

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- On July 8, 2024, Woolpert provided the County with a draft email to the FAA regarding the FAA's recommendation to apply for both the 2025 ATP and BIL AIG FCT NOFO. On July 23, 2024, the County directed Woolpert to proceed with preparing both grant applications.
- On July 23, 2024, the County submitted the revised CatEx to the FAA with the requested revisions.
- On July 29, 2024, Woolpert provided the County with the BIL ATP Federal Grant Application for the ATCT Improvement project for submission to the FAA. The County submitted the application to the FAA on July 31, 2024.
- **Upcoming:**
 - Woolpert will continue project coordination with the County and prepare the 2025 AIG FCT Grant Application once the NOFO is released.
 - Woolpert to prepare the scope of work for design services and engineering fee proposal for County review.

Airport Pavement Management System (APMS) Update

- Throughout the month of July, the County and Woolpert discussed this project during coordination meetings on July 11 and 25, 2024.
- **Upcoming:**
 - Woolpert will coordinate with subconsultants to assist with the completion of this project.
 - County to provide comments on Woolpert's scope of work.

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

Sincerely,

Woolpert, Inc.



Matt Gilbreath, P.E.

Project Manager, Aviation

cc: Mr. Keith Freitas, Mr. Dave Nafie, Ms. Sujin Beck – 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 – Woolpert, Inc.

Woolpert, Inc.
1300 Eastman Ave., Suite 214
Ventura, CA 93003
+1 303.524.3030

PROJECT STATUS REPORT

Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc

Revision Date 2024-07-08



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	DESIGN SERVICES ON-CALL SERVICES (2022-2023) On-call services at the request of the County. Period is effective through June 30, 2023.	<ul style="list-style-type: none"> 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; Mead and Hunt provided and posted bid documentation. Bid process began September 14, with bids due October 3rd, 2023. g) Mead & Hunt assisted with grant closeout documentation for CMA AIP -037 and OXR AIP - 037. 	60%	a) None
2206900-221958.01 CT 5020F-Y2300000000022 AIP - N/A	CMA & OXR	DESIGN SERVICES GENERAL SERVICES AGENCY PURCHASE ORDER (2022-2023) On-call services at the request of the County. Period is effective through June 30, 2023.	<ul style="list-style-type: none"> 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) None
2206900-221958.02 CT 5020F-Y2400000000022 AIP - N/A	CMA & OXR	DESIGN SERVICES GENERAL SERVICES AGENCY PURCHASE ORDER (2023-2024) On-call services at the request of the County. Period is effective from July 1, 2023 through June 30, 2024.	<ul style="list-style-type: none"> a) Fully executed contract received. 	0%	a) None

AIRPORT TENANT PROJECT STATUS August 2024

CAMARILLO

- Airport Properties Limited (APL) Row I project: All permits received and construction underway.

OXNARD

- 5 and 7 acre RFP parcel developments concepts under discussion, preliminary concept phase and lease negotiation in progress.

OTHER

- None

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

August 2024

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 Airport Layout Plan Update	\$686,032		Coffman Associates	N/A	9/24/20	9/30/20	5/31/24	95	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. Second ALP workshop meeting held November 14 th , 2023. Final ALP workshop was held on February 20, 2024. The ALP document was distributed for public comments through May 10. Comments to be reviewed prior to submitting Final ALP to the FAA by August 31, 2024
5	CMA Conceptual Design for 2025 RWY and TWY Reconstruction	\$187,260		Woolpert	N/A	9/19/22	N/A	N/A	90	FAA requested NOFO grant application was submitted to FAA. FAA followed up with request for FY2023 Supplementary Discretionary Grant for the NOFO. The Supplementary Discretionary Grant was submitted. FAA has requested an updated runway grant per FAA comments and memo to investigate full depth reconstruction. FAA grant in the process to cover the final design of the CMA-239 Runway 8-26 and Taxiway project.

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design/ Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA Part 150 Noise Compatibility Study	\$770,943		Coffman Associates	N/A	9/30/22	N/A	N/A	46.1	Noise Compatibility Plan for the upcoming listening and technical sessions in process. Listening and technical sessions set for October 7/8.
3	OKR RMY & TWY Connector Transitions Reconstruction	\$12,832,636 \$12,274,001	\$124,90	Mead Hunt Sully-Miller Inc.	4/29/21	7/20/21	7/23/21	2/28/22	100 99	Final project closeout underway.
3	OKR TWY A-E Connector Reconstruction	\$335,960 7,706,536		Woolpert Granite Construction	4/26/22	12/17/21 TBD	4/3/23	9/13/23	100 99	Construction completed in September 2023. Project closeout items remain. Final draft report of the soil report submitted to DOA. DOA provided Woolpert with the Soil Management Plan approval from LA RWQB. Warranty Letter has been sent to Granite to address several maintenance requests since substantial completion of the project. Second letter sent on 8/23/2024. Granite has until 9/1/2024 to reply to the conditions of the letter.
3	OKR TWY Connector Reconstruction Management Services	\$674,799		Woolpert	N/A	12/21/21	4/3/23	8/15/23	99	Construction began April 3, 2023. Project was completed in September 2023. Jviation will be working on final project and grant closeout items.
3	OKR TWY F (A) Reconstruction	\$16,142,731 \$17,365,010		Woolpert Security Paving	6/27/23	10/20/23	TBD	TBD	100 96	Security Paving has substantially completed the project. Final stripping takes place in September.

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design/ Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
3	OXR Part 150 Noise Compatibility Study	\$770,943		Coffman Associates	N/A	9/30/22	N/A	N/A	48.7	Noise Compatibility Plan for the upcoming listening and technical sessions in process. Listening and technical sessions set for October 7/8

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
NON-GRANT PROJECTS**

August 2024

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA RWVY Centerline and TWY Alpha Repair	<u>116,505</u>		Woolbert Granite Construction		9/13/22	8/27/2024	9/	100 2%	Construction on the runway started on 8/27. Survey started on the evening of 8/26. Barricades are set-up for Phase 1. Tenants and public have been notified of the work
5	CMA Beacon Siting Study and Relocation Design	<u>8,500</u> <u>52,544</u>		Mead & Hunt	N/A	On-call	N/A	N/A	100 100	DOA is currently working with M&H to obtain the appropriate permits to start construction. DOA will be going to the BOS for CatEx.
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	<u>\$6,500</u> <u>137,000</u>	\$226,018	Ninyo & Moore	N/A	1/19/21	N/A	3/29/21	100 90	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing to assist in the State's PFAS investigation. Coordination with the State Water Board to satisfy workplan and sampling/monitoring goals continues. This work is separate from project-related testing.

Note: Shaded boxes indicate changes from previous month

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

2024 Meeting Schedules

<h2 style="text-align: center;">Aviation Advisory Commission</h2>	<h2 style="text-align: center;">Camarillo & Oxnard Airport Authorities</h2>
<p>The Aviation Advisory Commission meets on the Wednesday preceding 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.</p>	<p>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.</p>
January 10	January 11
February 7 CANCELED	February 8 CANCELED
March 13	March 14 CANCELED
April 10 CANCELED	April 11
May 8	May 9 CANCELED
June 12	June 13
July 10	July 11
August 7 CANCELED	August 8 CANCELED
September 11 Rescheduled to September 4	September 12 Rescheduled to September 5
October 9	October 10
November 13	November 14
December 11	December 12





BRIEFS

June 01, 2024

Bridge funds flow in

An additional \$850,000 from the U.S. Department of Transportation Community Project Funding program has been secured for replacing the bridge at Las Posas Road and Ventura Boulevard in Camarillo.

Congresswoman Julia Brownley (D- CA) recently made the announcement.

The funds bring the amount of money Congress has allocated to the project to \$4.85 million, with officials saying the City of Camarillo is now in a better position to move forward on the \$18 million project.

The 51-year-old reinforced concrete bridge, described as one of the busiest intersections in the region—with more than 32,000 vehicles and millions of dollars' worth of goods and services passing over it each day—serves as a transportation lifeline connecting the 101 freeway to the Camarillo Airport, regional commercial and shopping districts, farmland, Naval Base Ventura County and Port Hueneme.

The new funding comes on top of \$4 million in federal transportation funding that Brownley previously helped secure for the project in December 2022 as part of the 2023 transportation funding bill.

—Scott Steepleton

(/)

Increase in Helicopter Activity and Wildfire Preparation



We understand that the community has noticed a recent increase in helicopter activity, particularly in the Camarillo area. This activity has primarily included the Coulson CH47 Chinook, a specialized fire attack helicopter which is contracted for use by Ventura County Fire Department and is based at Camarillo Airport. This training is required for pilot proficiency to safely respond to wildfires in state and federal jurisdictions. The recent

increase in flight training activity is expected to decrease significantly by the end of the week. However, if the coming fire season is as active as predicted, flight activity would increase periodically as needed.

Additionally, the Ventura County Department of Airports, in partnership with the Oxnard Fire Department (OFD), would like to notify the community that OFD will be conducting mandated live fire training on July 8th, 9th, and 10th that will include burning a portion of an acquired structure on South K Street in Oxnard. This training will not include a complete burn down of the structure. The Oxnard community may notice smoke in the area for the three-day period, however OFD will be working to minimize impacts on the community.

The Department of Airports is grateful for the partnerships with our local and regional fire departments as we collectively work to keep our communities safe.

Department of Airport News Dated: June 26, 2024



Helicopter activity linked to fire training

June 29, 2024

The Ventura County Department of Airports is reassuring Camarillo residents who are concerned about a recent increase in helicopter activity in the area.

Jannette Jauregui, the department's spokesperson, said the fire attack helicopter that the Ventura County Fire Department contracts is responsible for the majority of the activity.

Called the Coulson CH47 Chinook, the helicopter is based at the Camarillo Airport and used for mandatory training in which pilots learn how to safely respond to wildfires.

The helicopter activity in Camarillo is expected to decrease by the end of the week, Jauregui said, but will likely increase periodically because of the upcoming fire season.

—Makena Huey



COUNTY of VENTURA
Department of Airports

(/)

Wings Over Camarillo Slated for August 17th, 18th



The Ventura County Department of Airports is proud to again partner with the Camarillo Wings Association for the 2024 Wings Over Camarillo Air Show. This year's event, which is slated for August 17th and 18th, will provide visitors with the opportunity to experience all things aviation including multiple aerobatic performances, a mini jet show, sail plane, E-2 Hawkeye, Dawn Patrol, a B-25, Japanese Zero, and the C-53 D-Day Doll (which isn't just named for, but was actually used in, the 1944 landing on the shores of France), STEM pavilion, car show, community vendors, and more.

Click here to learn more about this year's event details.
(<https://wingsovercamarillo.com/>)

In preparation for the air show, the Department of Airports would like to inform the community of what to expect in the days leading up to the event, during the event, and at the closing of the event.

We understand the FA-18 practices and performances affected many of our neighbors and local animals last year. We heard our neighbors and their concerns and while we have ensured that the FA-18s will not be performing in this year's air show, there may be two FA-18s on static display. Neighbors can expect to hear their arrival on Thursday, August 15th.

Most other aircraft will arrive on Friday, August 16th between 10 a.m. and 4 p.m. and in the morning on Saturday, August 17th. Neighbors can expect an increase in air traffic for the entirety of the airshow on Saturday, August 17th and Sunday, August 18th, primarily between 12 p.m. and 5 p.m. Most aircraft will depart the area on Sunday, August 18th at 5 p.m.

The Department of Airports and the Camarillo Wings Association are working closely alongside Ventura County Animal Services to ensure that our neighbors are aware of expected noise impacts, including those on animals in the area. All pyrotechnics associated with the air show are ground based and will be conducted with animals at the shelter in mind.

Department of Airports News Dated: July 23, 2024

(/)

Notice of Increased Helicopter Activity



The Ventura County Department of Airports is sending this notice to inform our neighbors of increased helicopter activity. Some Ventura County residents may have noticed an increase in aircraft activity last night (July 23rd). The CH-47 Coulson Chinook and Ventura County Fire Department Copter 4 (Fire Hawk) were active most of the night in response to a brushfire in Apache Valley near Ojai. Both the Chinook and Fire Hawk made multiple trips to and from Camarillo Airport (CMA) for refueling.

For those who may be unaware, the Coulson Chinook is permanently based at CMA as a contracted partner with the Ventura County Aviation Unit. The Coulson carries a 3,000-gallon tank for water drops while the Fire Hawks, which are also based at CMA, carry 1,000-gallon tanks. The Ventura County Aviation Unit is operated through a partnership with the Ventura County Sheriff's Office, Ventura County Fire Department, and Ventura County Department of Airports. This vital partnership provides Ventura County residents with quick and effective responses to natural disasters and to emergency medical rescues.

In addition to active response efforts, the Coulson Chinook sometimes conducts nighttime training operations. Concerns related to aircraft activity may be directed to the Department of Airports online at Public Portal (vector-us.com) (<https://publicportal.vector-us.com/?airportCode=KCMA>) or via phone message at (805) 947-6803.

Department of Airports News Dated: July 24, 2024

NEWS

Small plane crashes at Camarillo Airport; pilot unharmed

Staff reports Ventura County Star

Published 12:07 p.m. PT July 25, 2024 | Updated 8:01 a.m. PT July 27, 2024

A small plane crashed at the Camarillo Airport Thursday morning, authorities reported.

The Ventura County Fire Department responded shortly before 10:30 a.m. The pilot, the only occupant, had climbed out of the plane and was uninjured, according to initial reports.

The plane had overturned on the runway.

Firefighters, airport personnel and others could be seen gathered around the disabled craft as they worked out a plan to move it from the runway.

County airport officials couldn't be reached for comment. County fire officials had no additional information about the pilot or the plane.



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

August 2, 2024

Ms. Gail Campos
Environmental Protection Specialist
Federal Aviation Administration
Western-Pacific Region
Los Angeles Airports District Office
777 S Aviation Blvd, Ste 150
El Segundo, CA 90245

Re: OXR Part 150 NEMs – Revision No. 2 Per FAA Comments

Dear Ms. Campos:

Thank you for providing additional comments on the Oxnard Airport Part 150 Draft Noise Exposure Maps document. Please find responses to your comments below. Your comments are shown in *italics*, followed by the response. If you have any questions about the responses, please feel free to contact me at 805-388-4200 or our consultant, Kory Lewis of Coffman Associates, at 1-800-892-7772.

Sincerely,

Erin Powers

Erin Powers
Project Administrator
County of Ventura Department of Airports

Changes and Corrections to Oxnard Airport (OXR) 14 CFR Part 150 Noise Exposure Map (NEM) Update dated June 20, 2024

1. *Sponsor's 2022 and 2027, Exhibits of Noise Exposure Map (NEM) maps in chapter 3, 4, and Appendix D need to add "Existing" and "Future" to the respective NEM titles.*

Exhibit titles in the page footer have been revised to "2022 Existing Noise Contours" for Exhibits 3G, 4B-1, 4B-2, and D1, and "2027 Future Noise Contours" for Exhibit 3H, 4C-1, 4C-2, and D2.

2. *Page i-2, Introduction, Chapter Two Bullet: The reference to the 20-year forecast needs to be removed from this bullet. Update this bullet to focus on the existing and future NEM periods.*

The Chapter Two Bullet on page i-2, Introduction, has been revised to remove all references to the 20-year forecast. The bullet now states that the 5-year forecast is a critical input to the noise model discussed in subsequent chapters.

3. *Appendix G with the changes was not sent, please provide. Page G-1, 1st paragraph, last sentence – states "The following page contains a cover letter detailing the status of the NCP....." The cover letter was not included in the appendix.*

The cover letter is included as the final page in Appendix G provided for review.

End of Responses to Changes and Corrections

NEWS

Wings Over Camarillo Air show launches into action this weekend. Here's what to know

Staff reports Ventura County Star

Published 10:23 a.m. PT Aug. 13, 2024

The Wings Over Camarillo Air Show rolls across local skies this weekend for its 43rd edition.

This year's event pays tribute to the pilots who helped aviation reach greater heights. The theme is "Saluting Test Pilots," and features grand marshals, all test pilots: retired Navy Capts. Tom Morgenfeld and Kurt Schroeder, Air Force Col. Roy Martin and Marine Corps Col. Kevin Gross.

"These dedicated professionals have pushed the boundaries of space and flight, helping to shape the aviation industry of today," said John Lowe, president of the Camarillo Wings Association, in a release. The association produces the annual air show.

When is the Wings Over Camarillo Air Show?

The air show is Saturday and Sunday at the Camarillo Airport, 555 Airport Way. Gates open at 9 a.m. and close at 5 p.m.

The flying action gets underway at noon with the D-Day Doll USAF Wings of Blue Parachute Team dropping in and a fly-by of a P-51 Mustang. It continues with an action-packed lineup of performers and pyrotechnics. The event features

mainstays like pilots Judy Phelps and Vicky Benzing and welcomes back the acrobatic Red Bull helicopter.

What else can visitors expect?

The all-day air show has grown to include a car show, a bevy of food trucks and craft beer conveyors, a pavilion for Science, Technology, Engineering and Math, or STEM, and a hangar for veterans. Military aircraft from the past and present will also be on display for visitors.

The event is also adding a flight line preview between 9-11 a.m. in which the pilots and crew will be on hand to answer questions and talk about the unique history of the aircraft.

How can I get tickets?

Tickets must be purchased online at www.WingsOverCamarillo.com. The cost for one day access is \$10 for youths 6 to 16, \$20 for active military with ID and \$30 for age 17 and older. VIP tickets are sold out.

What about parking?

Free on-site parking is available at the airport. Visitors are advised to follow the signs to the appropriate area.

VIP ticket holders and those with handicap placards have designated parking. Drivers should follow signs to those designated lots.



(/)

What to Expect from the 2024 Wings Over Camarillo Air Show

The Ventura County Department of Airports is excited to once again partner with the Camarillo Wings Association for the 2024 Wings Over Camarillo Air Show. In preparation for the air show, which is slated for August 17th and 18th, we would like to inform the community of what to expect in the days leading up to the event, during the event, and at the closing of the event.

We understand the FA-18 practices and performances affected many of our neighbors and local animals last year. We heard our neighbors and their concerns and while we have ensured that the FA-18s will not be performing in this year's air show, we have confirmed that there will be two FA-18s on static display. Neighbors can expect to hear their arrival via a community flyover Thursday, August 15th.

Most other aircraft will arrive on Friday, August 16th between 10 a.m. and 4 p.m. and in the morning on Saturday, August 17th. Neighbors can expect an increase in air traffic for the entirety of the airshow on Saturday, August 17th and Sunday, August 18th, primarily between 12 p.m. and 5 p.m. Most aircraft will depart the area on Sunday, August 18th at 5 p.m. This includes another flyover of the FA-18s.

The Department of Airports and the Camarillo Wings Association are working closely alongside Ventura County Animal Services to ensure that our neighbors are aware of expected noise impacts, including those on animals in the area. All pyrotechnics associated with the air show are ground based and will be conducted with animals at the shelter in mind.

About the 2024 Wings Over Camarillo Air Show

This year's event will provide visitors with the opportunity to experience all things aviation including multiple aerobatic performances, a mini jet show, sail plane, E-2 Hawkeye, Dawn Patrol, a B-25, Japanese Zero, and the C-53 D-Day Doll (which isn't just named for, but was actually used in, the 1944 landing on the shores of France), STEM pavilion, car show, community vendors, and more.

Click here to learn more about this year's event details.

(<https://wingsovercamarillo.com/>)

Department of Airports News Dated: August 14, 2024



Air Show Performers



Wings Over Camarillo Leaves Audiences in Awe While Giving Back to Local Non-Profits

The Wings Over Camarillo air show has drawn both local residents and out of town visitors to Camarillo Airport for more than 40 years. Featuring spectacular aerobatics, countless historical military aircraft, modern military aircraft, skytrooper drops, a car show, STEM Pavilion, and an array of vendor booths, Wings Over Camarillo offers both veterans of aviation and new generations of aviation enthusiasts a weekend of entertainment and education.

Many may not know that Wings Over Camarillo started as a fly-in event sponsored and hosted by the Experimental Aircraft Association (EAA). From 1980 to 2008, the annual fly-in offered audiences a smaller version of what became a full-fledged air show with Wings Over Camarillo, which began in 2010. The event was generally held on Father's Day weekend, but gloomy weather often made it difficult for the show to take flight, literally and figuratively.

“A group of volunteers organized a 501c3 that we called the Camarillo Wings Association in 2009,” said Bill Thomas, one of the founding members of the Camarillo Wings Association and Air Boss for Wings Over Camarillo. “Our primary goal is to promote aviation, honor the history, and inspire younger generations through a variety of educational opportunities.”

An incredibly complex undertaking, Wings Over Camarillo's success is dependent solely on the work of volunteers who are part of the Camarillo Wings Association or are from locally based non-profit organizations.

“We work with the Commemorative Air Force Museum, EAA, Ventura County 99s, Rotary Club of Camarillo, Channel Islands YMCA, Naval Sea Cadets, Ventura County Sheriff Explorers, Civil Air Patrol, and more,” Thomas said. “And we give back as much as we can to each of them.”

To date, the Camarillo Wings Association has donated more than \$701,000 to

locally based non-profits – a significant feat for any group to tout.

The 2024 Wings Over Camarillo, which is slated for August 17th and 18th, will offer spectators the same awe-inspiring show while adding to the more than \$700,000 in donations. With multiple aerobatic performances, a mini jet show, sail plane, E-2 Hawkeye, Dawn Patrol, a B-25, Japanese Zero, and the C-53 D-Day Doll (which isn't just named for, but was actually used in, the 1944 landing on the shores of France), Ventura County residents and guests will have the opportunity to enjoy a variety of aviation experiences.

The STEM Pavilion is set to be the largest ever and the car show will welcome 200 cars each day. Additionally, and perhaps most inspiring, will be the Veterans hangar, which this year is expected to welcome at least two World War II veterans whose active service began (at a minimum) nearly 80 years ago. The show will close with the Condor Squadron's missing man formation, an aerial salute to military pilots who never made it home.

The air show would not be made possible without a critical partnership designed with local animals in mind. The Camarillo Wings Association works closely with Ventura County Animal Services to ensure that all air show activities, including pyrotechnics, do not negatively affect the animals at the shelter. It is an issue that the Association, Department of Airports, and Animal Services take very seriously.

The crux of Wings Over Camarillo is more than just the preservation of history and it's more than a means of entertainment, Thomas says. It's a connection between the community and the ever-changing landscape of aviation.

For more information, visit wingsovercamarillo.com.

“Our primary goal is to promote aviation, honor the history, and inspire younger generations through a variety of educational opportunities.”

Noise concern leads to change at air show

Animal welfare at top of mind ahead of Wings Over Camarillo event

August 17, 2024

By [Zia Zografos](#)

zia@theacorn.com



TOO LOUD—While two F-18s similar to this one will be on display, neither will be making thunderous passes during this year's Wings Over Camarillo air show. Courtesy of the U.S. Marine Corps

Aerobatic aircraft will once again soar over the city in the 43rd Wings Over Camarillo air show, except for the F-18 fighter.

The air show will run from 9 a.m. to 5 p.m. Sat. and Sun., Aug. 17 and 18 at 555 Airport Way.

Once the gates open, community members may view the STEM pavilion and the Commemorative Air Force hangar. An aircraft and classic car display will be open for public viewing all day, as well as the food and merchant vendors.

Those who want to see the planes on display should arrive early because of traffic congestion.

At around 1:30 p.m., the European Military Theater Aircraft show with pyrotechnics will begin, followed by the car parade.

In the past, organizers made efforts to minimize the impact that Wings Over Camarillo had on local shelter animals. This included positioning the pyrotechnics at the end of the airport, away from the Camarillo shelter site, and performing them at an angle to reduce noise.

"The pyrotechnics, however, had not historically been an issue for shelter animals," said Wings Over Camarillo organizers in a statement on Nextdoor.



CROWD PLEASER—During the 2023 Wings Over Camarillo air show, spectators watch from in front of a Navy P-3C Orion. Acorn file photo

"It was the F-18 flyovers that were rather harmful to the animals at the Camarillo Shelter."

As a result, this year's event will not include F-18 maneuvers. An F-18 will, however, be on static display.

This means the fighter jet will still need to land and take off, but the WOC air boss assured that the pilot will give a wide berth when flying in, and no maneuvers will be performed in order to reduce noise for the surrounding community and shelter animals' sake.

"We wish to thank the Wings Over Camarillo organizers for their cooperation in helping safeguard shelter animals.

"With the F-18 maneuvers off the program, we anticipate a much lower impact event for the 300-plus animals housed at the Camarillo shelter facility," said VCAS personnel in a statement.

The following are times to note for those with sound sensitivity. Pyrotechnics for both Aug. 17 and 18 will occur at 1:52, 2:50 and 4:02 p.m. The F-18 landed before press time and will depart at 2 p.m. Sunday.



Aaron Fitzgerald pilots a Red Bull Helicopter in front of a huge crowd during Saturday's Wings Over Camarillo air show at the Camarillo Airport. JOE LUMAYA/SPECIAL TO THE STAR

Crowds wowed at Wings over Camarillo air show

Staff reports

Ventura County Star

The sights, sounds and sheer excitement of airplanes wowed the crowds at the Wings Over Camarillo airshow Saturday and Sunday.

The 43rd event at the Camarillo Airport featured a jam-packed schedule of performers from skydivers kicking off the show to stunt pilots in helicopters and a flyover of vintage airplanes accompanied by a ground pyrotechnics show. The air show offered something for everyone, including a car show, food trucks and an area dedicated to science, technology, engineering and math.

This year, organizers paid tribute to test pilots who helped push the aerospace industry forward. To learn more, visit wingsovercamarillo.com.



Simi Valley resident Kelsey Smith holds Reece Duncan, 19 months, as David Duncan takes a photo in front of an F-18 Super Hornet on the first day of the Wings Over Camarillo air show at the Camarillo Airport on Saturday.

JOE LUMAYA/SPECIAL TO THE STAR

PROJECT SCHEDULE ANNOUNCEMENT

CAMARILLO AIRPORT

RUNWAY 8-26 AND TAXIWAY A PAVEMENT REPAIR PROJECT

AUGUST 19, 2024

The Runway 8-26 and Taxiway A Pavement Improvement Project will begin on August 26, 2024 with first anticipated closures on **August 27, 2024** and an estimated project completion date of **October 25, 2024**.

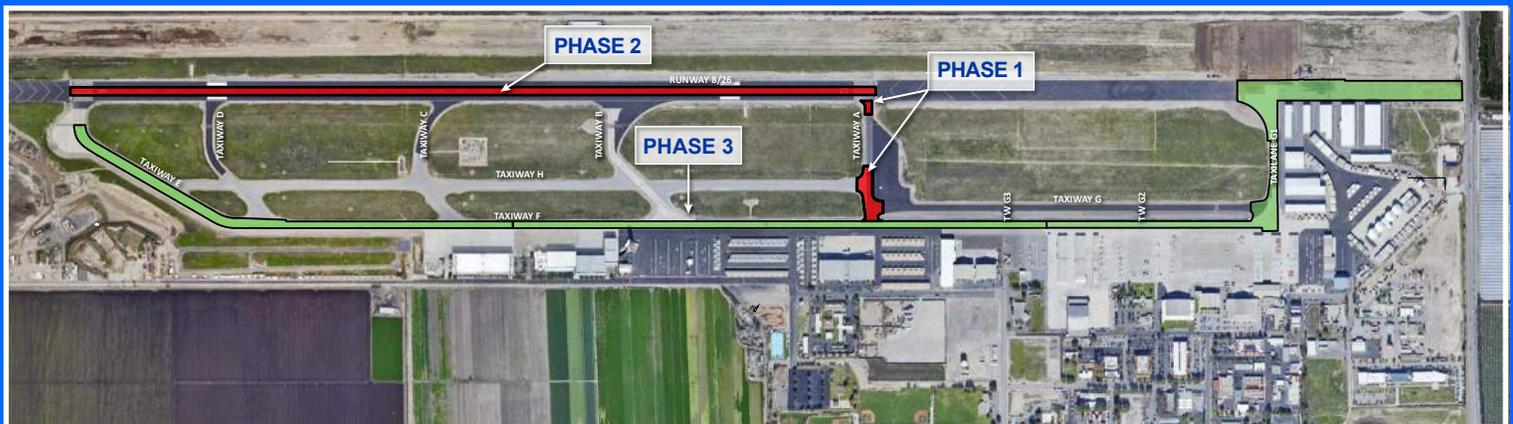
To minimize disruptions, the majority of the work will be conducted at night and reopen each morning for daily operations. The project will be phased to occur during the hours of 9:00pm to 7:00am LOCAL time each night, with sections of Taxiway A remaining closed in phases during the day to facilitate construction activities. Please refer to the table below and the County website for more information about the planned closures for Runway 8-26, Taxiway A, Taxiway E, Taxiway F, Taxilane G1, and the Northeast Taxilane.

In order to extend the life of Runway 8-26 and improve the ride quality, the repair will consist of milling and placing new asphalt and markings approximately 8 ft. wide along the centerline for the entire length of the runway. The Taxiway A repair areas will completely reconstruct the entire pavement section depth that has been urgently needed and has caused multiple unscheduled closures. This reconstruction will require Taxiway A to remain closed for the majority of the project. We will also replace markings along Taxiway E, Taxiway F, Taxilane G1, and add new markings to the Northeast Taxilane.



PHASE	WORK AREA	ESTIMATED DATE OF CLOSURE	ESTIMATED DURATION OF CLOSURE (21:00 TO 07:00)
Phase 1	Taxiway A*	August 27, 2024	14 Calendar Days **
Phase 2	Runway 8-26 Centerline	September 10, 2024	5 Calendar Nights
Phase 3	Taxiways E and F, Taxilane G1 and Northeast Taxilane	September 15, 2024	11 Calendar Nights
Phase 4	Taxiway A and Runway 8-26	October 15, 2024	2 Calendar Nights

* Taxiway A will remain closed during the day but construction will occur at night. | ** No construction work will occur on September 2, 2024.





Wings Over Camarillo gives back to nonprofits

August 24, 2024



FLYOVER—From left, A P-38 Lightning, P-51 Mustang, Man O' War and a P-63 Kingcobra fly together during the European Military Theater Aircraft display on the first day of the 43rd annual Wings Over Camarillo Airshow at the Camarillo Airport on Aug. 17. JOSEPH A. GARCIA Acorn Newspapers

Editor's note: Elsewhere in these pages, you'll find coverage of the heartpounding action that comes with every Wings Over Camarillo air show. But there's more to the nonprofit group behind the annual gathering that gets lesser notice—and that's how generous it is to locals. What follows is a recounting of WOC's big heart, in its own words.

The Wings Over Camarillo air show has drawn both local residents and outof town visitors to Camarillo Airport for more than 40 years.

Featuring spectacular aerobatics, countless historical military aircraft, modern military aircraft, skytrooper drops, a car show, STEM Pavilion and an array of vendor booths, Wings Over Camarillo offers veterans of aviation and new generations of aviation enthusiasts a weekend of entertainment and education.

Many may not know that Wings Over Camarillo started as a fly-in event sponsored and hosted by the Experimental Aircraft Association. From 1980 to 2008, the annual fly-in offered audiences a smaller version of what became a full-fledged air show with Wings Over Camarillo, which began in 2010.

The event was generally held on Father's Day weekend, but gloomy weather often made it difficult for the show to take flight, literally and figuratively.

"A group of volunteers organized a 501c3 that we called the Camarillo Wings Association in 2009," said Bill Thomas, one of the founding members of the Camarillo Wings Association and air boss for Wings Over Camarillo. "Our primary goal is to promote aviation, honor the history and inspire younger generations through a variety of educational opportunities."

An incredibly complex undertaking, Wings Over Camarillo's success is dependent solely on the work of volunteers who are part of the Camarillo Wings Association or are from local nonprofit organizations.

"We work with the Commemorative Air Force Museum, EAA, Ventura County 99s, Rotary Club of Camarillo, Channel Islands YMCA, Naval Sea Cadets, Ventura County Sheriff Explorers, Civil Air Patrol and more," Thomas said. "And we give back as much as we can to each of them."

To date, the Camarillo Wings Association has donated more than \$701,000 to local nonprofits – a significant feat for any group to tout.

The 2024 Wings Over Camarillo offered spectators the same awe-inspiring show while adding to the more than \$700,000 in donations.

Like every year, Ventura County residents and guests had the opportunity to enjoy a variety of aviation experiences.

The STEM Pavilion was the largest ever and the car show welcomed 200 cars each day. Additionally, and perhaps most inspiring, was the Veterans hangar, which welcomed at least two World War II veterans whose active service began (at a minimum) nearly 80 years ago.

The show closed with the Condor Squadron's missing man formation, an aerial salute to military pilots who never made it home.

The air show would not be possible without a critical partnership designed with local animals in mind. The Camarillo Wings Association works closely with Ventura County Animal Services to ensure that all air show activities, including pyrotechnics, do not negatively affect the animals at the shelter. It is an issue that the association, Ventura County Department of Airports and Animal Services take very seriously.

The crux of Wings Over Camarillo is more than just the preservation of history and it's more than a means of entertainment, Thomas says. It's a connection between the community and the ever-changing landscape of aviation.

For more information, go to wingsovercamarillo.com.

Related Stories by Camarillo Acorn

[Go To The Neighbors Section](#)



Charger legend soars to Olympic gold in Paris

Astronaut Neil Armstrong took one giant leap for mankind. Tara Davis-Woodhall made a giant leap for women everywhere. Davis-Woodhall,...



White horse history

Adolfo Camarillo's white horses gained worldwide recognition by prancing down Colorado Boulevard in the Tournament of Roses Parade in Pasadena...



Local historian unearths lima bean lore

Before strawberries ruled over Ventura County's farmlands, there was a different prevailing crop: lima beans. Camarillo resident and local historian...

[Load More](#)

SKY'S NO LIMIT

August 24, 2024



Photos by JOSEPH A. GARCIA/Acorn Newspapers

AERIAL ACTION—At top, a squadron of T-34 Condors fly in formation during the first day of the 43rd annual Wings Over Camarillo Airshow at the Camarillo Airport on Aug. 17 Above left, Andre Ciasca of Los Angeles, a member of the Commemorative Air Force, grabs some shots with his cellphone camera of planes in action. Above center, attendees watch the aerial acrobatics during the air show. At right, people cover their ears during a loud fly-over by MiG-17 “High Alpha” flown by Jason Somes, flight lead with the Commemorative Air Force So Cal Wing in Camarillo.







(/)

FILE A NOISE COMMENT
([HTTPS://VCAIRPORTS.ORG/NOISE-PROGRAM/](https://vcairports.org/noise-program/))

Or call to leave a voice message at
805-382-3022



Precautionary Aircraft Landing in Santa Paula Riverbed



A small, privately owned aircraft made a precautionary landing in the riverbed near S. Largo Lane and Telegraph Road, just off Highway 126, in Santa Paula Saturday evening. The incident happened at 6:22 p.m. when the pilot reported a rough running engine and landed in the unoccupied space out of precaution. One individual was on board the aircraft. No injuries were reported. No property was damaged. There was minor damage to the aircraft. The Ventura County Fire Department and Ventura County Sheriff's Office, along with the Department of Airports, were on scene. The aircraft was based at, and departed from, Oxnard Airport (OXR), and was in route back to OXR. The National Transportation Safety Board (NTSB) and Federal Aviation Administration (FAA) will investigate the incident further.

Department of Airports News Dated: August 24, 2024



(/)

FILE A NOISE COMMENT
([HTTPS://VCAIRPORTS.ORG/NOISE-PROGRAM/](https://vcairports.org/noise-program/))

Or call to leave a voice message at
805-382-3022



Aircraft Reported Down in Santa Paula – August 25th, 2024



A privately owned, single seat aircraft was reported down Sunday at 12:24 p.m. near South 12th Street in Santa Paula. The aircraft was fully engulfed in flames when paramedics, police, and fire personnel arrived. One individual was on board and was transported by air to Ventura County Medical Center with significant injuries. No other individuals were involved. The cause of the incident is unknown. The aircraft, which was headed to Santa Paula Airport, landed in a pile of pipes on a nearby industrial storage property. No other damage to the property was reported. No updates are currently available regarding the condition of the pilot. The National Transportation Safety Board (NTSB) and Federal Aviation Administration (FAA) have been notified and will begin to investigate the incident further.

Department of Airports News dated: August 25, 2024