

555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372

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

Thursday May 8, 2025 6:30 P.M.

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

#### Public Participation Options and Instructions:

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

#### **WEBINAR:**

https://us06web.zoom.us/j/83474396045?pwd=iVfT9Y6Rz9D9nWwakBXItiTlpQ2irp.1

TELEPHONE: 1-669-444-9171 WEBINAR ID: 834 7439 6045 WEBINAR PASSCODE: 319357

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

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

Members of the public are allotted three (3) minutes per speaker per listed agenda items at a single meeting. The chair may make reasonable adjustments to the per-speaker time limit for a given meeting if necessary to accommodate a large number of public 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 <a href="https://www.vcairports.org/camarillo-and-oxnard-meeting-archives">wcairports.org/camarillo-and-oxnard-meeting-archives</a> 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 <u>airportmeetings@ventura.org</u>. 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 March 13, 2025 Pages 10-18
- 5. PUBLIC COMMENT PERIOD

Airport related comments during the public comment part of the meeting to address non-agenda items is limited to no more than three (3) minutes per speaker and may be increased or decreased by the Chair depending on the number of speakers for non-agenda items.

#### In-Person Public Comment:

Speakers must fill out a speaker card and submit it to the secretary <u>before</u> 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 <a href="https://www.vcairports.org/camarillo-and-oxnard-meeting-archives">wcairports.org/camarillo-and-oxnard-meeting-archives</a> 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 will be heard after the final Regular agenda item.

#### CAMARILLO AIRPORT AUTHORITY Pages 19-50

A. <u>Subject</u>: Approval and Award of Consultant Services Contract AEA No. 25-06 to Mead and Hunt, Inc., in the Not to Exceed Amount of \$384,973, for Approach and Procedure Analysis at Camarillo Airport; Authorization for the Director of Airports, or His Designee, to Sign the Subject Contract; Authorization for the Director of Airports, or His Designee, to Negotiate and Sign One or More Reimbursable Agreements with the Federal Aviation Administration for Required Coordination in Support of the Subject Contract in the Estimated

Amount of \$100,000; and Authorize County Counsel to execute the

#### **Recommendations:**

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

- 1. Approve and award a consultant services contract No. AEA 25-06 to Mead and Hunt, Inc., in the not to exceed amount of \$384,973, for Approach and Procedure Analysis at Camarillo Airport, (Exhibit 1);
- 2. Authorize the Director of Airports, or his designee, to sign the subject contract;

Certificate of Sponsor's Attorney, if required

- 3. Authorize the Director of Airports, or his designee, to negotiate and sign one or more reimbursable agreements with the Federal Aviation Administration (FAA) for required coordination in support of the subject contract in the estimated amount of \$100,000;
- 4. Authorize County Counsel to execute the Certificate of Sponsor's Attorney, if required.

#### OXNARD AIRPORT AUTHORITY Pages 51-82

B. <u>Subject</u>: Approval of, and Authorization for the Director of Airports or His Designee to Sign, the Proposed Lease with Urban Air Mobility, LLC., for a 7.19-Acre Site at 1701 W. Fifth Street, Oxnard, California at the Oxnard Airport; Authorize the Director of Airports or His Designee to Administer the Lease and Issue Approvals Required by the Lease before Demolition of Existing Structures on the Leased Premises; Find that the Lease is Categorically Exempt from the California Environmental Quality Act

#### **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 proposed lease with Urban Air Mobility, LLC., for a 7.19-acre site at 1701 W. Fifth Street, Oxnard, California at the Oxnard Airport (Exhibit 1)
- 2. Authorize the Director of Airports or his designee to administer the lease and issue approvals required by the Lease before demolition of existing structures on the leased premises; and

- 3. Find that the lease is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15302 (replacement or reconstruction).
- C. <u>Subject</u>: Approval of, and Authorization for the Director of Airports or His Designee to Sign, Contract Change Order No. 6 in the Amount of \$127,249 with Security Paving Company for the Reconstruction of Taxiway F (renamed A) at Oxnard Airport, Raising the Total Contract Amount from \$19,463,590 to a Not to Exceed Total Amount of \$19,590,839; Project Specification DOA 23-03 and Project No. OXR-150 Úæt ^• Â HĒ Ï

#### **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, Contract Change Order No. 6 (Exhibit 1) in the amount of \$127,249 with Security Paving Company for the reconstruction of Taxiway F (renamed A) at Oxnard Airport, raising the total contract amount from \$19,463,590 to a Not to Exceed Total Amount of \$19,590,839.

#### CAMARILLO AND OXNARD AIRPORT AUTHORITY

D. <u>Subject</u>: Authorization for the Director of Airports or His Designee to Sign, Adopt, and Implement Federal Aviation Administration-Required and Formatted Title VI Plans for Camarillo and Oxnard Airports and to Make Periodic Updates as Required Pages 88-185

#### **Recommendation:**

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

Authorize the Director of Airports, or his designee, to sign, adopt, and implement Federal Aviation Administration (FAA)-required and formatted Title VI plans for Camarillo and Oxnard Airports (Exhibits 1 and 2) and to make periodic updates to the plans as required.

E. Subject: Authorization for the Director of Airports or His Designee to Award Eight (8) Annual Consulting Services Contracts for Fiscal Year 2025-2026 to Assist the Department of Airports with the Following Services: Engineering, Environmental Review, Environmental Planning, **Environmental Testing Services, Grant Support Administration, Planning,** Design Review Services, Specification Writing, Disadvantage Business Enterprise Support, Cost Engineering/Estimating Inspection, Materials Surveying, Construction Management, Independent **Estimation and to Issue Work Orders Against These Contracts** 

Recommendations: Pages 186-194

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

#### (Board):

- 1. Authorize the Director of Airports, or his designee, to award eight (8) annual consulting services contracts for fiscal year 2025-2026 to the consultants listed in the Annual Consultant Services Contracts Summary (Exhibit 1) using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (an exemplary contract form is attached as Exhibit 2); and
- 2. Authorize the Director of Airports, or his designee, to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by the Board, and for up to \$200,000 each work order for other services.

#### 7. REGULAR AGENDA

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

#### OXNARD AIRPORT AUTHORITY

A. <u>Subject</u>: Receive and File Staff Update Regarding the Completed Cleaning of Oxnard Airport's Aircraft Rescue and Firefighting Vehicles from Aqueous Film Forming Foam to Flourine-Free Foam Pages 195-196

#### **Recommendation**:

Receive and file staff update regarding the completed cleaning of all four Aircraft Rescue and Firefighting vehicles (ARFF) from Aqueous Film Forming Foam to Flourine-Free Foam.

#### CAMARILLO AND OXNARD AIRPORT AUTHORITY

B. <u>Subject</u>: Approval of the Department of Airports' Fiscal Year 2025-26 Rent and Fee Schedule, Effective July 1, 2025; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Termination Notices, and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule Pages 197-309

#### **Recommendations:**

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

 Approve the Department of Airports' ("Department") FY 2025-26 Rent and Fee Schedule (Exhibit 1 is a clean version and Exhibit 2 is a legislative version with track changes), with an effective date of July 1, 2025; and

- 2. Authorize the County Executive Officer and the Director of Airports to execute certain leases, subleases, licenses, permits, special use/activity permits, operation agreements, extensions, amendments, consents, termination notices, and unlawful detainer complaints as described in section III of the attached resolution (pages 8-18 of Exhibit 1)
- 3. Approve, adopt, and execute the resolution (pages 39-46 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.
- C. <u>Subject</u>: Review of Fiscal Year 2025-26 Proposed Budget (Exhibit 1 is available for review on the Department of Airports website <u>vcairports.org/meeting-calendar/</u>) Pages 310-313

#### **Recommendation:**

Staff requests that your Commission and Authorities review and comment on the Department of Airports (DOA) proposed FY 2025-26 budget for Camarillo and Oxnard Airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

D. <u>Subject</u>: 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 Communication and Engagement Manager regarding Ventura County Airports. Pages 314-315

- 8. DIRECTOR'S REPORT
- 9. **REPORTS** Pages 316-343

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

Monthly Activity Report – February - March 2025

Monthly Noise Complaints – February - March 2025

Consultant Reports (Coffman Associates) – February - March 2025

Consultant Reports (Woolpert – Camarillo Airport) – February - March 2025

Consultant Reports (Woolpert – Oxnard Airport) – February - March 2025

Consultant Reports (Mead & Hunt) – February - March 2025

Project Status Report – March – April 2025

Meeting Calendars

#### 10. CORRESPONDENCE Pages 344-362

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.

Department of Airports News dated March 13, 2025, re: Community Update – What to Expect from the Navy's Newest Training and Testing Exercises

Camarillo Acorn article dated March 22, 2025, re: Las Posas bridge report available for review – Replacement project set for 2029-30

Ventura County Star article dated March 31, 2025, re: Skydiving company moves jumps from longtime Camarillo takeoff site

Camarillo Acorn article dated April 5, 2025, re: Onward, not upward – Unique plane built in Camarillo off to the wild sky yonder

Ventura County Star article dated April 15, 2025, re: UPDATED: Oxnard council approves 990-unit Teal Club residential development

General Aviation News article dated April 17, 2025, re: Advanced Air Mobility Innovation Center in the works for KCMA and KOXR

KTLA 5 News Article dated April 21, 2025, re: Seeing Army parachutes in the sky in Ventura County? Here's why

Ventura County Star article dated April 23, 2025, re: Junior Fire Academy to open registration soon through Ventura County Fire

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

#### 12. ADJOURNMENT

The next regular Authority meeting will be on **Thursday**, **June 12**, **2025**, **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/83474396045?pwd=iVfT9Y6Rz9D9nWwakBXItiTlpQ2irp.1

**Webinar ID:** 834 7439 6045

**Passcode:** 319357

**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 speaker per listed agenda item at a single meeting. The time may be increased or decreased by the chair depending on the number of speakers 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 three (3) minutes The timer starts green indicating you have three (3) minutes; when the time hits one (1) minute remaining, the timer will change to yellow; when the three (3) minutes have elapsed, the timer will turn red. At that time, your microphone will be muted and we will move onto the next speaker. If you called in on one of the phone lines listed above, you will not be able to see the timer. Instead, you will be prompted when the three (3) has begun; when the time hits one (1) minute remaining; when the three (3) minutes have elapsed.









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#### CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

#### **MINUTES**

#### March 13, 2025

#### 1. CALL to ORDER and PLEDGE of ALLEGIANCE

CAA Chair Tony Trembley and OAA Chair Gabe Teran, jointly called the meeting to order at 6:31 p.m. Public Member Scott Barer then led the pledge of allegiance.

#### 2. ROLL CALL

CAA PRESENT	CAA ABSENT	OAA PRESENT	<u>OAA ABSENT</u>
Vianey Lopez	Susan Santangelo	Vianey Lopez	
Kelly Long (L)		Kelly Long (L)	
Tony Trembley		Barbara Filkins	
Scott Barer		Bert Perello (L)	
Kevin Kildee (Alt)		Gabe Teran	

Excused (E)
Late (L)
Alternate (Alt)

#### **AIRPORT STAFF**

Keith Freitas, Director of Airports
Dave Nafie, Deputy Director
Casey Pullman, Deputy Director
Madeline Herrle, Lease Manager
Jannette Jauregui, Communications &
Engagement Manager
Sujin Beck, Projects Assistant
Ana Castro, Administration Officer
Denise Arreola, Administrative Assistant
Daniel Quezada, Lease Assistant
Jamal Ghazaleh, Accounting Manager

#### **COUNTY STAFF**

Tom Temple, Assistant County Counsel

#### 3. AGENDA REVIEW

Keith Freitas, Director of Airports, shares the revisions made to attachments of agenda item 7.C. The revised attachments were provided to the Authority members earlier that day after the Department received rate adjustments from the County of Ventura Treasurer Tax Collector's.

#### Agenda Item no. 4 was heard after agenda item no. 7.B.

#### 4. APPROVAL OF MINUTES – January 9, 2025

Camarillo Airport Authority: Upon the motion of Supervisor Kelly Long and seconded by Vice-Chair Scott Barer, the Authority hereby approves January 9, 2025, minutes. All members voted in favor and the motion passed unanimously 4-0 with one abstention from Mayor Kevin Kildee.

Oxnard Airport Authority: Upon the motion of Supervisor Vianey Lopez and seconded by Supervisor Kelly Long, the Authority hereby approves the January 9, 2025, minutes. All members voted in favor and the motion passed unanimously 5-0.

#### 5. PUBLIC COMMENT PERIOD

Citizens wishing to speak to the Authorities on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of **three** minutes per item.

Speaker cards for issues <u>NOT</u> on the agenda must be submitted <u>before</u> 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 <u>when the item is presented</u>.

No Public comments.

#### 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.

#### **OXNARD AIRPORT AUTHORITY**

A. <u>Subject</u>: Approval of, and Authorization for the Director of Airports or His Designee to Sign, the Proposed Lease with Axis Air, LLC., for a 5.17-Acre Site at 1601 W. Fifth Street, Oxnard, California at the Oxnard Airport

#### Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the proposed lease with Axis Air, LLC., for a 5.17-acre site at 1601 W. Fifth Street, Oxnard, California at the Oxnard Airport (Exhibit 1).

Oxnard Airport: Upon the motion of Vice-Chair Barbara Filkins and seconded by Councilmember Bert Perello the Authority hereby approves the recommendations as stated in the respective agenda letter for Consent item 6.B. All members voted and the motion passed unanimously 5-0.

#### CAMARILLO AND OXNARD AIRPORT AUTHORITY

B. <u>Subject</u>: Approval of the Five-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports or His Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 2025 and 2026 Outlined in the CIP Upon Notification from the Federal Aviation Administration and the California Department of Transportation Aeronautics Program That Funds Are Available; Authorization for the Director of Airports or His Designee, to Accept and Sign Federal Aviation Administration Grants for Federal Fiscal Years 2025 and 2026, When Offered, in Estimated Amounts as Outlined in the CIP Upon Notification from the Federal Aviation Administration; 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

#### **Recommendations:**

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

- 1. Approve the five-year capital improvement plan (CIP) for Camarillo and Oxnard Airports (Exhibit 1); and
- 2. Authorize the Director of Airports or his designee, to apply for grants to fund the projects scheduled for federal fiscal years (FFY) 2025 and 2026 outlined in the CIP upon notification from the Federal Aviation Administration (FAA) and the California Department of Transportation Aeronautics Program (Caltrans) that funds are available. These projects are subject to approval in the County budget process, as explained below:
- 3. Authorize the Director of Airports or his designee, to accept and sign FAA Grants for FFY 2025 and 2026, when offered, in estimated amounts as outlined in the CIP upon notification from the FAA (Exhibit 2);
- 4. Authorize the Director of Airports or his designee, to apply for, accept, and sign for matching grants from Caltrans, if offered; and
- 5. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by

FAA Grant Agreements.

Camarillo Airport Authority: Upon the motion of Vice-Chair Scott Barer and seconded by Mayor Kevin Kildee, the Authority hereby approves the recommendations as stated in the respective agenda letter for Consent item 6.B. All members voted and the motion passed unanimously 5-0.

Oxnard Airport Authority: Upon the motion of Councilmember Bert Perello and seconded by Supervisor Vianey Lopez, the Authority hereby approves the recommendation as stated in the respective agenda letter for Consent item 6.A. All members voted and the motion passed unanimously 5-0.

#### 7. REGULAR AGENDA

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

#### CAMARILLO AND OXNARD AIRPORT AUTHORITY

A. <u>Subject</u>: Receive and File the Report Regarding Recognition of Alternate Public Members during the Camarillo/Oxnard Airport Authority Meetings

#### **Recommendation:**

Receive and file the report from County of Ventura Counsel regarding input by alternate public members during the Camarillo/Oxnard Airport Authorities meetings.

Keith Freitas, Director of Airports, introduced Tom Temple, Ventura County Counsel for the Department of Airports. Counsel Temple provided clarity and steps it would take to have the alternate public members sit on the Camarillo/Oxnard Airport Authority during the meetings. Both Authorities provided feedback on the legal opinion. Further action regarding increasing the time limit of public speakers is considered.

Camarillo Airport Authority: Without motion the Authorities receive the staff report regarding recognition of alternate public members during the Camarillo/Oxnard Airport Authority meetings.

Oxnard Airport Authority: Without motion the Authorities receive the staff report regarding recognition of alternate public members during the Camarillo/Oxnard Airport Authority meetings.

Agenda Item no. 7.B was heard after Agenda Item no. 3.

B. <u>Subject</u>: Recognition Presentation of Ventura County Fire Department Aviation Unit's Continued Dedication to Community Service During the Mountain Fire

#### **Recommendation:**

Recognition presentation of Ventura County Fire Department Aviation Unit's continued dedication to community service during the Mountain Fire.

Jannette Jauregui, Communications and Engagement Manager, presented this item recognizing the Ventura County Fire Department Aviation Unit. Dustin Gardner, Ventura County Fire Chief, proudly spoke about his team and acknowledged all those involved during the firefighting season. Jeff Shea, Division Chief Commander, briefly spoke regarding the same and introduced his staff that was present in the room. All Authority members shared their thoughtful comments, perspectives and gratitude to the Ventura County Fire Department Aviation Unit.

The Ventura County Fire Department was presented with a plaque on behalf of the Camarillo and Oxnard Airport Authorities and the Department of Airports.

Camarillo Airport Authority: Without motion, the Authorities recognize the recognition presentation of the Ventura County Fire Department Aviation Unit continued dedication to community service during the Mountain Fire.

Oxnard Airport Authority: Without motion, the Authorities recognize the recognition presentation of the Ventura County Fire Department Aviation Unit continued dedication to community service during the Mountain Fire.

C. <u>Subject</u>: Approval of the Department of Airports' Fiscal Year 2025-26 Rent and Fee Schedule, Effective July 1, 2025; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Termination Notices, and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule

#### **Recommendations:**

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

- 1. Approve the Department of Airports' ("Department") FY 2025-26 Rent and Fee Schedule (Exhibit 1 is a clean version and Exhibit 2 is a legislative version with track changes), with an effective date of July 1, 2025; and
- Authorize the County Executive Officer and the Director of Airports to execute certain leases, subleases, licenses, permits, special use/activity permits, operation agreements, extensions, amendments, consents, termination notices, and unlawful detainer complaints as described in section III of the attached resolution (pages 8-18 of Exhibit 1); and
- 3. Approve, adopt, and execute the resolution (pages 39-46 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.

Madeline Herrle, Lease Manager, presented the Department of Airports FY 2025-26 Rent and Fee Schedule. After the changes highlighted to the fiscal year were presented, the Authorities requested further research regarding insurance requirements and possibly a representative from County Risk Management be present. After discussion, the Authorities agreed to defer this item to the next Authority meeting.

Camarillo Airport Authority: Upon the motion of Vice-Chair Scott Barer and seconded by Mayor Kevin Kildee, the Authority hereby agreed to defer consideration on this this item to a future meeting. All members voted to defer consideration and the motion passed unanimously 5-0.

Oxnard Airport Authority: Upon the motion of Vice-Chair Barbara Filkins and seconded by Councilmember Bert Perello, the Authority hereby agreed to defer consideration of this this item to a future meeting. All members voted to defer consideration and the motion passed unanimously 5-0.

#### **OXNARD AIRPORT AUTHORITY**

D. <u>Subject</u>: Receive and File a Staff Report Regarding Skydiving Operation Tests and Future Operations at Oxnard Airport

#### **Recommendation:**

Receive and file staff report regarding skydiving operation tests and future operations at Oxnard Airport.

Casey Pullman, Deputy Director, presented the item with detailed description of the tandem skydiving jumps at Oxnard Airport. Deputy Director Pullman addresses questions from the Authorities regarding the landing area, jump heights, noise concerns and warning signs for the public and pilots.

Oxnard Airport Authority: Without motion, the Authorities receive and file the staff report regarding skydiving operation tests and future operations at Oxnard Airport.

#### 8. DIRECTOR'S REPORT

The Department of Airports continues to work with Wings Over Camarillo staff on its parking conflicts. For 40 years, the Wings Over Camarillo Air Show has used parcels of open land for event parking at Camarillo Airport. Presently, those vacant parcels are being rented or developed on. The Department will continue working with the Wings Over Camarillo staff to establish a long-term plan.

On March 5, 2025, the Department of Airports hosted the County of Ventura Grand Jury during their protocol visit. The new Grand Jury members routinely visit several departments in the County. The Grand Jury were provided with an overview of the Department, and a tour of Camarillo Airport. The Grand Jury left very pleased with everything seen and interested in everything going on.

Several months ago, the Department announced the consultant selected for the Camarillo Airport approach analysis. Coffman Associates partner, LEAN, was selected as the consultant firm. Unfortunately, after entering the contract and presenting to this board in January: Paul Hannah, and his associate resigned from LEAN to start their own non-profit organization. Some concerns arose with the new LEAN team which prompted the Department to reconvene the approach analysis selection committee. The committee consisting of a department staff member (Dave Nafie), Oxnard Airport air traffic control tower manger, a local based corporate pilot, a Camarillo Old Town community member, and (public member) Barbara Filkins, re-interviewed the consultant firms. Because of the leadership changes at LEAN and its ranking order, the committee unanimously decided to proceed with Mead & Hunt and their partner, Flight Tech. Although we encountered a slight delay with the approach analysis, we expect the next steps (contacts, project scope, and presentation to both boards) to come in the next two to three months. Additionally, we briefed the Camarillo Old Town group with the same information, and they were in concurrence with the Department's decision. Flight Tech is a very talented and knowledgeable team and we're certain we'll get to the same point.

Director's Report was received and filed.

#### 9. 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 – December 2024 – January 2025
Monthly Noise Complaints – December 2024 – January 2025
Consultant Reports (Coffman Associates) – December 2024 – January 2025
Consultant Reports (Woolpert – Camarillo Airport) – December 2024 – January 2025
Consultant Reports (Woolpert – Oxnard Airport) – December 2024 – January 2025
Consultant Reports (Mead & Hunt) – December 2024 – January 2025
Project Status Report – February 2025
Financial Reports FY 2024/25 Q1 & Q2
Meeting Calendars

Reports were received and filed.

#### 10. 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.

News Report by KEYT Channel 3 by Ivania Montes dated January 10, 2025, re: Camarillo Airport plays crucial role in firefighting efforts across southern California

Moorpark Acorn article by Michele Willer-Allred dated January 11, 2025, re: Supervisors agree to fire suppression services

AOPA article dated January 16, 2025, re: AERIAL ATTACK CRUCIAL TO FIGHTING LOS ANGELES FIRES

Department of Airports correspondence to Megan Sinkula, Senior Planner of City of Camarillo dated January 16, 2025, re: Pre-Application, Barcelona Vacant Underdeveloped Lot Proposed Development of 6-building, 24-unit Condominium (APN: 162-0-200-015)

British Broadcasting Corporation (BBC) article by Kayla Epstein dated January 17, 2025, re: Fighting LA's fires from the sky – The helicopter team saving lives and homes

Regional Defense Partnership (RDP) monthly newsletter article by Jannette Jauregui, Communications and Engagement Manger, dated January 21, 2025, re: County of Ventura Department of Airports MOUNTAIN FIRE

Ventura County Star article by Cheri Carlson dated January 22, 2025, re: Hughes Fire: Here's what to know about evacuations, smoke in Ventura County

Department of Airports correspondence to Mr. Roland Fogel, Operations Officer SoCal Wing Commemorative Airforce dated January 22, 2025, re: Conceptual Approval of the Proposed Modular Building Layout Located at Camarillo Airport; DR 25-01

Ventura County Star article by Ernesto Centeno Araujo dated January 29, 2025, re: Dogs take to the air to ease overcrowding at Ventura County shelters

Department of Airports correspondence to Matt Johnston, CAU, dated February 5, 2025, re: Future Fuel Farm at OXR and Decommissioning Existing UST

Department of Airports correspondence to Charlie McLaughlin, Aspen Helicopter, dated February 5, 2025, re: Future Fuel Farm at OXR and Decommissioning Existing UST

Department of Airports correspondence to Coffman Associates, Inc., Attn: Matt Quick dated March 7, 2025, re: Notice of Contract Termination Camarillo Airport – Approach and Procedure Analysis AEA No. 25-06

Correspondence was received and filed.

#### 10. AUTHORITY COMMENTS

Councilmember Bert Perello complimented staff on the adjustment made towards the Camarillo Airport approach analysis.

OAA Chair Gabe Teran thanks staff for planning and pivoting the March Authority meeting to a new location considering the elevator lift issues at the Camarillo Administration office.

#### 11. ADJOURNMENT

There being no further business, the January 9, 2025, meeting of the Camarillo Airport Authority and Oxnard Airport Authority adjourned with all Authority members in favor at 8:20 p.m.

The next regular Authority meeting is scheduled for **Thursday**, **April 10**, **2025**, **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



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

May 7, 2025

Aviation Advisory Commission Camarillo Airport Authority

#### Subject:

Approval and Award of Consultant Services Contract AEA No. 25-06 to Mead and Hunt, Inc., in the Not to Exceed Amount of \$384,973, for Approach and Procedure Analysis at Camarillo Airport; Authorization for the Director of Airports, or His Designee, to Sign the Subject Contract; Authorization for the Director of Airports, or His Designee, to Negotiate and Sign One or More Reimbursable Agreements with the Federal Aviation Administration for Required Coordination in Support of the Subject Contract in the Estimated Amount of \$100,000; and Authorize County Counsel to execute the Certificate of Sponsor's Attorney, if required

#### **Recommendations:**

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

- Approve and award a consultant services contract No. AEA 25-06 to Mead and Hunt, Inc., in the not to exceed amount of \$384,973, for Approach and Procedure Analysis at Camarillo Airport, (Exhibit 1);
- 2. Authorize the Director of Airports, or his designee, to sign the subject contract;
- 3. Authorize the Director of Airports, or his designee, to negotiate and sign one or more reimbursable agreements with the Federal Aviation Administration (FAA) for required coordination in support of the subject contract in the estimated amount of \$100,000;
- 4. Authorize County Counsel to execute the Certificate of Sponsor's Attorney, if required.

#### **Fiscal Impacts:**

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

		FY 2024-25 FY 2025-26		
Revenues	\$	0	\$	0
Direct Costs	<u>\$</u>	80,000	\$	404,973
Net County Cost	\$	80,000	\$	404,973

Funding Source: Airport Enterprise Fund

Match Requirement: None

#### **Discussion**:

On August 1, 2024, in accordance with the consultant selection process adopted by the Board on November 3, 1998, three firms were interviewed by a selection panel that included participants from multiple stakeholders, including a resident of a neighboring community east of Camarillo Airport regarding the consultant's qualifications to conduct an Approach and Procedures Study focused on Camarillo Airport. Coffman Associates, Inc., was selected by the panel as the preferred consultant for the project.

On September 24, 2024, the Board was asked to approve a contract with Coffman Associates, Inc., and their key teaming partner, LEAN Engineering, to conduct the Approach and Procedure Study for the Camarillo Airport to examine if one or more airspace, instrument procedure, and visual glide slope indicator changes could reduce noise in the vicinity of Camarillo Airport. However, due to significant staffing changes by LEAN Engineering, who was primarily leading the project, the Department of Airports reconvened the original selection panel to re-interview the reconfigured LEAN Engineering team. Mead and Hunt Inc., with their key teaming partner, Flight Tech Engineering, was also invited to re-interview, as they were rated a close second in the original selection process. The selection panel unanimously recommended we proceed with the Mead and Hunt, Inc., team to complete the study.

Per the terms of the contract, the Department of Airports notified Coffman Associates, Inc., of its decision to terminate the contract in writing on March 7, 2025, and requested copies of all materials developed to date. Airport staff now requests the Board approve a similar contract with Mead and Hunt, Inc., and authorize the Director of Airports or his designee to execute it.

Additionally, the project will feature extensive coordination with the 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. Any time FAA facilities or airspace may be modified due to airport sponsor (County) actions, the FAA requires the execution of one or more reimbursable agreements. The County is

AAC/CAA Approval and Award of Consultant Services Contract for Mead and Hunt, Inc. May 7, 2025 Page 3

then required to provide the entire amount of fees estimated for their time and equipment to the FAA up front. They will then utilize the funds to coordinate with and perform any work or analysis. Any funds not used following the completion of the scope of work will be returned to the County.

Therefore, staff requests the Board authorize the Director of Airports, or his designee, to negotiate and sign one or more FAA reimbursable agreements which are needed to engage FAA personnel in the process. While the reimbursable agreements are not presently available, it is anticipated that the agreements will be similar to prior FAA reimbursable agreements approved by the Board (2010 FAA Reimbursable Agreement sample, Exhibit 2). These reimbursable agreements sometimes 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 agreement and that the agreement constitutes a legal and binding obligation.

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.

#### **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.

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

Exhibit 2 – 2010 FAA Reimbursable Agreement Sample

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

This is a Contract, made and entered into this May\_\_\_\_, 2025, by and between the COUNTY OF VENTURA, (COUNTY), and Mead and Hunt, Inc., 1360 19th Hole Drive, Suite 200, Windsor, CA 95492 (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.
- 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 or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

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

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

- 10. CONSULTANT acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Work, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).
- 11. 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.

#### 12. 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 polices 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 12.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,
- 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:

Projects 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

#### AEA 25-06 CONTRACT

Coordinator's and Director's decision shall be in writing. The Director's decision shall be the final decision.

CONSULTANT: MEAD AND HUNT, INC.	
Taxpayer No.:	
Dated:	
	Print Name and Title
Dated:	
	Print Name and Title
COUNTY: County of Ventura	
Dated:	
	Keith Freitas, Director of Airports

#### EXHIBIT A – SCOPE OF WORK AND SERVICES

#### I. PROJECT DESCRIPTION

The COUNTY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist COUNTY with the following project.

The COUNTY intends to evaluate and eventually implement feasible modifications to or new airspace procedures for Camarillo Airport (CMA) to reduce aviation noise exposure in the vicinity of Ventura County. CONSULTANT and subconsultant Flight Tech Engineering (FTE) will support the County with the services as described in this scope. Tasks 1 through 6 are expected to occur in the first 8 months after signed contract is received, with the Consultant addressing FAA comments through May 2027 (assuming May 2025 start).

#### II. BASIC SERVICES

The following Basic Services shall be performed by CONSULTANT:

#### Task 1. Outreach, Meetings and Project Management

Task 1 covers project management efforts, community stakeholder meetings, external stakeholder meetings, and community outreach collateral development.

#### Virtual Status Meetings with the County

The Consultant will:

- Conduct one-hour, bi-weekly virtual meetings to review the status of the analysis and present any results generated from Tasks 1 through 6, over the first 3 months.
- Conduct one-hour, monthly virtual meetings after month 3, as progress is made on achieving the procedure concepts, and beginning implementation on selected procedures or VGSI modifications, or as necessary.
- These meetings will be documented in brief summary notes, documenting any action items or key takeaways.

#### Task 1.2. Community Stakeholder Meetings

The Consultant will:

- Facilitate up to 3 in-person community stakeholder meetings. These community meetings will include two sessions.
  - The first session (120 minutes) will be comprised of a technical working group intended to collect technical data from pilots, flight operations departments, and air traffic control personnel.

- The second session (up to 180 minutes) will be for community stakeholders and will collect feedback on preferred traffic patterns and noise abatement.
- Prepare presentations for these meetings and will come prepared to answer questions either submitted prior to the meeting or asked during the meeting.
- Employ live demonstrations or simulations from FAA TARGETs, USAF GPD, or Google Earth, where appropriate.

The three in person meetings are planned to occur onsite at CMA or a location identified by the Department and will involve travel for up to four members of the Consultant team.

#### 1.3 FAA, DoD and Aviation Stakeholder Meetings

The Consultant will:

- Conduct up to 8 virtual meetings with FAA, DoD and aviation stakeholders to discuss the visual approaches, instrument procedure and VGSI concepts prior to implementation.
- Prepare one-page meeting summaries and agendas for each meeting.

These virtual meetings will include: an FAA discovery meeting and periodic check-ins thereafter. There is no travel planned for work with FAA or DoD. However, if there is value in meeting in person with local aviation stakeholders, the Consultant will plan to coordinate an onsite meeting with other in-person community stakeholder meetings.

#### 1.4 Community Outreach/Website

The Consultant will:

- Support ongoing community outreach by hosting a project-specific website, with information about the conceptual procedures, previous meetings, upcoming outreach.
- Provide presentations from the community meetings, as well as meeting summaries for posting to the project website.

#### Task 1 Deliverables

Task 1 deliverables will include:

- Monthly invoices and status reports
- Meeting materials for community outreach, including content for the County website
- Maintenance of website for duration of 24 months (May 2025 to May 2027)

#### Task 2. Baseline Flight Operations at CMA, NTD and OXR

In the execution of Task 2, the Consultant 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.
- Conduct analysis to 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).

It is anticipated that some portion of this work has likely been captured by Coffman & Associates during the ongoing Part 150 study. The Consultant 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.

#### 2.1 Aeronautical Data Collection

The Consultant will 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 the County.

#### 2.2 Geospatial Deconfliction

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

#### 2.3 Basic Flight Operations Assessment

The Consultant will review the data prepared by Coffman & Associates via the Part 150 study with a focus on any particular kinds of aircraft that residents appear to find create more noise than others.

#### 2.4 Existing Procedure Assessment

The Consultant will review the following procedures for an in-depth understanding of the existing conditions:

#### 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 2 Deliverables

Task 2 deliverables will include:

- A map of aviation features, NAVAIDs, waypoints and obstacles that will be used for assessing current and, in the next task, new flight procedures based upon the aeronautical data collection and geospatial deconfliction efforts
- A tabular summary of 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 graphics.
- As each of the detailed analyses are completed, the Consultant will prepare 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. Modifications to RWY 08, and Review of Approaches to NTD Runway 21

In this task, the Consultant will analyze the feasibility of establishing a new, or modifying an existing, RNAV (GPS) approach for use to Runway 08 & 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 southern California airports. The design of the RNAV (GPS) concept will address both IFR and visual procedures as described below.

#### Methodology

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 the commonly used approach procedures into NTD (RNAV (GPS), PAR and ILS).

The Consultant will create several concept approaches of the RNAV (GPS) approach to CMA using TARGETS, GPD to create 2D and 3D visualizations of the procedure and potential flight track. Similar information will be created for NDT approaches. 1 The Consultant will then create a comparison of the proposed procedure to existing aircraft operations identified in Task 2. The Consultant will also identify the monthly/hourly likelihood of usage based on the historical weather analysis calculated in Task 2.

#### 3.1 IFR Procedures - RWY 08

In this task, Consultant 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 at 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 approach, consultant 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) to Runway 08 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.

Consultant will create several concept approaches of the RNAV (GPS) approach to CMA RWY 08 using TARGETS and to create 2D and 3D visualizations of the procedure and potential flight track.

<sup>&</sup>lt;sup>1</sup> Note: Point Mugu (NTD) is owned by the U.S. Navy. Requests for changes to NTD airspace, procedures, or NTD traffic patterns are recommendations only. It will be up to U.S. Navy leadership to enact any changes.

Following review of the concept procedures with all stakeholders, Consultant anticipates that VCDA will implement a selection process to identify the preferred option. Consultant will take the preferred option forward to an IFP Gateway Request and continue to support implementation of the procedure via Task 6.1.

#### 3.2 IFR Procedures - RWY 26

In this task, the Consultant will analyze the feasibility of new or modified IFR procedures serving Runway 26. The design of these new or modified procedures 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

Consultant will create several concept approaches of the RNAV (GPS) approach to CMA RWY 26 using TARGETS and to create 2D and 3D visualizations of the procedure and potential flight track.

Following review of the concept procedures with all stakeholders, Consultant anticipates that VCDA will implement a selection process to identify the preferred option. Consultant will take the preferred option forward to an IFP Gateway Request and continue to support implementation of the procedure via Task 6.1.

#### 3.3 Visual Procedures

In this task, the Consultant will analyze the feasibility of establishing a new Charted Visual Flight Procedure (CVFP) or IFR to extended Visual Concept 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 southern California 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

#### 3.4. Analysis of Potential Modifications to Runway 26 VGSI

In this task, the Consultant 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.
- Create 2D and 3D visual approach paths of aircraft using both the existing, and modified PAPI. This work will include aircraft using a direct approach to the runway and those that would target use of the PAPI from the current traffic pattern.
- Seek to modify existing instrument approach paths, and any conceptual approaches identified in Task 2 and preceding subtasks within Task 3, to match the proposed VGSI adjustments.
- 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 2.

Following review of the concept procedures with all stakeholders, the Consultant anticipates that County will implement a selection process to identify the preferred option. The Consultant will take the preferred option forward and submit FAA Form 7900-14 through the Aeronautical Information Portal. Procedures modifications as a result of the VGSI adjustment will be submitted through the IFP Gateway Request and will continue to be supported during the coordination process outlined in Task 6. The consultant will assist the airport in scheduling the FAA flight inspection for any new VGSI Angles. It will be the responsibility of the COUNTY to provide a qualified technician to adjust the VGSIs and be onsite during the Fight Inspection. With assistance from the consultant, it will be the responsibility of the airport to enter into a Reimbursable Agreement (RA) with the FAA for any new VGSI Flight Inspections. The Consultant will provide recommendations for temporary NOTAMS during the reconfiguration period.

#### Task 3 Deliverables

 A detailed assessment of the conceptual RNAV (GPS) Rwy 08 & 26 procedures in TARGETs and GPD, along with the corresponding recommendations 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.

- A textual description of the procedure concepts and a comparison of how the conceptual procedure designs would be utilized relative to the current procedures.
- 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, the Consultant will review the findings with the County through PowerPoint presentations which can be shared with other aviation stakeholders and members of the public.

#### Task 4. FAA Air Traffic Control Coordination

The Consultant anticipates that the new, or modified, procedures and VGSI modifications identified through the execution of this scope of services will require extensive coordination with the FAA, primarily via the Western Flight Procedures Team (FAA WFPT) and DoD (for NTD procedures).

#### The Consultant 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.
- prepare briefing materials and share TARGETS workspaces directly with FAA ATC points of contact for the visual flight procedure and instrument procedures.
- share GPD exports and packages directly with their MAJCOM and/or SPAWAR when working with DoD.

It is expected that communications of flight procedure concepts will occur via a combination of emails, phone calls, virtual meetings and/or the exchange of materials pertinent to procedures or flight inspection.

#### Task 4 Deliverables

- Briefing materials
- TARGETS workspaces
- GPD exports

#### Task 5. Flight Procedure Briefings

In support of gathering community feedback on new, or modified, flight procedures the Consultant will:

- Prepare Flight Procedure Briefings (FPB) for each conceptual procedure change, containing information about the proposed procedure concept, condensed into a single multi-page PDF, including the following:
  - Textual description of the procedure
  - o 3D graphical depiction of the procedure
  - Statement of the goals of the procedure
  - Side by side comparison of the procedure concept and the nearest existing procedure
- Provide information used to develop the FPB for upload to the County website
- Maintain up-to-date FPB throughout the process of receiving community feedback,

#### Task 5 Deliverables

Task 5 deliverables include: FPB as PDFs and provide those to the County for distribution to the public and/or publication to the County website.

#### Task 6. FAA Coordination and Implementation

The Consultant anticipates that new, or modified, procedures and VGSI modifications identified in this scope of services will be implemented by working directly with the FAA, primarily via the Western Flight Procedures Team (FAA WFPT) and DoD (if NTD procedure recommendations are accepted).

#### 6.1 FAA Coordination for Instrument Procedure Development and Publication

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.

#### 6.2 FAA Reimbursable Agreement Assistance

#### The Consultant will:

Assist the County to establish Reimbursable Agreement(s) 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 the County and that a predefined
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 the County.

 Establish the FAA points of contact between the County 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 the County, aviation, and community stakeholders decide to pursue both procedural and VGSI modifications at the same time, there is a likelihood that only one Reimbursable Agreement may be required to cover both efforts.

#### Task 6 Deliverables

Task 6 deliverables include content for the reimbursable agreement(s) sought by the County.

#### Task 7. Extra Services: Additional tasks as Requested

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by CONSULTANT only after being authorized in writing by the Project Manager for COUNTY. The Consultant anticipates that the COUNTY may request from time to time throughout the project the following items which will be compensated on a time and expenses basis in accordance with the rate schedule included in **Exhibit C**:

- Content for ad hoc briefings with stakeholders
- Attendance for ad hoc meetings with stakeholders (in-person meetings) no earlier September
- Virtual participation for ad hoc meetings with stakeholders
- Other project related activities

Attendance at meetings would cost approximately \$3,000 in labor and expenses per person assuming an overnight stay. The allowance in the fee included will be \$30,000.

#### Task 7 Deliverables

Task 7 deliverables will be mutually agreed upon at the time of request from the COUNTY.

#### **Assumptions Regarding Scope And Fee Estimate**

The fee estimate and schedule assume the following:

- Task 1.1 Check In Meeting every 2 weeks for the first 8 months, changing to every 2 months thereafter
- Task 1.2 Community stakeholder meetings as identified by the County
- Task 1.3 FAA, DoD and Aviation Stakeholder meetings will occur as needed throughout Tasks 1-4
- Task 1.4 Materials for community outreach and the website will be provided no more than 1 week following the completion of a task or meeting.
- Task 6 is expected to begin at submission to FAA and occur over through month
   20
- Task 6 assumes the Department will have 2 weeks to review, estimated 4 months to establish executed Reimbursable Agreement
- Task 7 will be completed on a time and expenses basis, including support of stakeholder meetings at the request of the County.

#### **Exclusions from this Scope of Services**

- Noise exposure maps will not be generated by the Consultant as a part of this scope of services
- Noise analysis outside of the FPBs will not be generated by the Consultant as a part of this scope of work
- Detailed power or communications analysis for VGSI changes is not included in this scope of work and is presumed to be performed by others
- Obstruction survey work will not be performed by Flight Tech under this scope of services. If necessary, Flight Tech will work with Mead & Hunt or other surveying firms supporting CMA and the County to accomplish the tasks. CMA has a current 2021 AGIS study of obstructions which is sufficient for procedure selection through this process. Any further obstruction analysis would need to occur during procedure implementation.
- Non-FAA service provider procedure development is not included in this scope of services. If the selected procedures will not be developed by FAA, then a separate scope of services will be generated to create a competitive bid for non-FAA service providers to assume the procedures outside of this study. The decision as to whether or not to pursue procedure development with a non-FAA service provider will be made at some point during the project. This decision by the COUNTY will be disclosed to the public in community meeting(s).
- NOTE: the Consultant 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 the County, CMA and the FAA with the County or CMA providing the funding to FAA to execute the scope of work.

#### **END OF EXHIBIT A**

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#### **EXHIBIT B**

#### **SCHEDULE OF COMPLETION**

The consultant shall complete all work on the project by January 1, 2028.

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.



#### 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 \$384,973 for all work specified in Exhibit A as broken down in Exhibit C-1. This amount shall not be exceeded without written authorization from the COUNTY.
- B. Extra Services will be compensated on a time and expenses basis in accordance with the rate schedule in Exhibit C-2.

#### 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

Fee Estimate			
Camarillo Airport Airspace Procedures			
Lump Sum	Labor	Expenses	Total
Task 1. Outreach, Meetings and Project Management	\$179,877	\$29,870	\$209,747
Task 2. Baseline Flight Ops	\$34,419	\$0	\$34,419
Task 3. Analysis of New Instrument Approaches	\$62,920	\$0	\$62,920
Task 4. FAA ATC Coordination	\$12,286	\$0	\$12,286
Task 5. Flight Procedures Briefings	\$17,683	\$700	\$18,383
Task 6. FAA Coordination & Implementation	\$17,218	\$0	\$17,218
Subtotal	\$324,403	\$30,570	\$354,973
Task 7. Extra Services (Time and Expenses)			\$30,000
GRAND TOTAL			\$384,973

#### **EXHIBIT C-2**

#### **Fee Schedule for Extra Services**

# MEAD & HUNT, Inc. Standard Billing Rate Schedule Effective January 1, 2025

Standard Billing Rate Schedule		
nda	Effective January 1, 2025 ard Billing Rates	
•	Clerical	\$104.00 / hou
	Technical Editor	\$138.00 / hou
•	Accounting, Administrative Assistant	\$132.00 / hou
	Technician I, Technical Writer	\$122.00 / hou
•	Technician II, Surveyor - Instrument Person	
	Technician III	
	Technician IV	
	Senior Technician	verse en
	Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	
	Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	
	Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	
	Construction Resident Project Representative (RPR)	
•	Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager	
	Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	
•	Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Description Project Planner	
	Senior Associate, Principal, Senior Client / Project Manager	\$362.00 / hou
• •	Geographic Information or GPS Systems	
rave	el Expense	
•	Company or Personal Car Mileage	\$ IRS rate / m
•	Air and Surface Transportation	cost plus 15%
•	Lodging and Sustenance	cost plus 15%
illin	ng and Payment	
٠	Travel time is charged for work required to be performed out-of-office. A minimum of two hours wi work out-of-office.	ill be billed for
•	Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days fro invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after invoice.	

This schedule of billing rates is effective January 1, 2025, and will remain in effect until December 31, 2025, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

2025\_Current MH California rates

**END OF EXHIBIT C** 

#### NON-FEDERAL REIMBURSABLE AGREEMENT

#### BETWEEN

### DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

#### AND

#### OXNARD AIRPORT OXNARD, CA

WHEREAS, the Federal viation Administration (FAA) can furnish directly or by contract, material, supplies, a uipment, and services which the County of Ventura (Sponsor) required has and available for, and has determined should be obtained from the FAA;

WHEREAS, it has been are min I that competition with the private sector for provision of such material, supplies, equivalent, and services is minimal; the proposed activity will advance the FAA's hissidate and the FAA has a unique capability that will be of benefit to the Sponsor white kaping to advance the FAA's mission;

WHEREAS, the authority for the FAX to fix ash trate al, supplies, equipment, and services to the Sponsor upon a reimbursal pay and base is found in 49 U.S.C. 106 (1)(6) on such terms and conditions as the Advanish for any consider necessary;

**NOW THEREFORE**, the FAA and the Sponsor mutual agree as follows:

#### ARTICLE 1. Parties

The Parties to this Agreement are the FAA and County of Ve, tura

#### ARTICLE 2. Type of Agreement

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

#### ARTICLE 3. Scope

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

Page 1 of 10

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

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

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

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

- 11. Document the reinstalled systems and conduct a JAI for transfer to the FAA O&M unit responsible for systems maintenance.
- C. The Sponsor will perform the following activities:
  - 1. Provide a no cost lease for the property on which the FAA systems are sited, in accordance with Article 6A of this agreement.
  - 2. Provide a full set of plans, including scaled electronic drawings showing the proposed airport work where FAA facilities are impacted.
  - 3. Provide survey is formation, coordinates and elevations for the ultimate Runway 25 configuration. The includes final topography along the runway centerline throughout the toug down zone, and along the extended runway centerline out to 1600 feet beyon, the run by b landing threshold (to the East), as well as for existing FAA and/country wined facilities or infrastructure.
  - 4. Complete an aeronautical diversary report results through A-GIS, to facilitate any necessary instrument procedure are endment. Note: FAA Engineering service will submit required ILS and MALSF policy of edge.
  - 5. Provide for vehicular site/airfield access (reads) to be relocated FAA facilities and equipment buildings.
  - 6. Provide a new power service and maintain any existing connectivity (control) to any relocated equipment buildings.
  - 7. Allow independent airfield access to FAA Engineering Styles personnel who are associated with the project. This includes necessary airfart gate access, any required stickers or placards needed for Government owner or leased vehicles (vehicle may be continuously changing), and provisions for any required training necessary for access badging.
  - 8. Ensure any relocated FAA facilities are included in the sponsor's environmental assessments and mitigations strategy.
- Provide grading and compaction as required to accommodate relocated FAA facilities.
- 10. Work with the FAA (Operations Engineering Group and the local maintenance group (SSC)) to insure that the existing operational FAA facilities are not impacted by the Airport's planned construction work.

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

#### **ARTICLE 4. Points of Contact**

#### A. FAA Points of Contact:

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

- 2. **FAA Contracting Officer**: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, who can be reached at or via email at
- B. Sponsor Point(s) of Contact

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

#### ARTICLE 5. No.-Int. fer nce with Operations

The Sponsor understaand I agrees that any relocation, replacement, or modification of any existing of e FAA facility, system, and/or equipment covered by this Agreement during its term of ny re al thereof made necessary by Sponsor improvements, changes, or other nich in the FAA's opinion interfere with the technical and/or operations charact A facility, system, and/or piece of equipment will be at the expense of the Sp except when such improvements or changes are made at the written request of the e event such relocations. replacements, or modifications are necessitated to cau es not attributable to either the Sponsor or the FAA, the FAA parties will det sponsibility.

#### ARTICLE 6. Transfer Agreement

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

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

#### ARTICLE 7. Estimated Costs

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

Description of Reimbursable Item	Estimated Cost
Engineering WB4020	
Construction - WB4050 (Includes ILS-GS, MALSF & Tark)	
Equipment WB4050	
Flight Check WI 4060	
Joint Acceptance gree hent WP 4070	
ul otal	
Overhead @ 2 .5 %	
Total Estimat 1 C	

### ARTICLE 8. Period of Agreement

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

#### ARTICLE 9. Reimbursement and Accounting Arrangements

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

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

The mailing address is:

FAA – Reimbursable Project Team
P.O. Box 25082
Oklahoma City OK 73125
Telephone

The overnight mail address is:

DOT/FAA/
Aeronautical Center
Reimbursable Project Team
6500 S. M. Arth Blvd.
Oklahoma
Telephone

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

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

- D. The FAA will provide updates at least quarterly of costs incur id against the advance payment. A Reimbursable Bill Support List (a summary of costs) object class) will accompany all updates.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed amendment to the Agreement to the FAA.

  Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, the FAA reserves the right to request additional funding in the event that a contractor brings a claim against the FAA resulting in additional costs. More so, the sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### ARTICLE 10. Changes and Modifications

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

#### **ARTICLE 11. Termination**

In addition to any other nation rights provided by this Agreement, either party may terminate this Agreeme at by time prior to its expiration date, with or without cause, and without incur ng an liability or obligation to the terminated party other than payment of amounts and c and performance of obligations accrued, in each case on or prior to the termina y giving the other party at least thirty (30) days prior written notice of termination. Pa nent c hounts due and owing may include all costs reimbursable under this Agreen eviously paid, for the performance of this e termir Agreement before the effective day tion; the total cost of terminating and settling contracts entered into by the F A ournose of this Agreement; and any other costs necessary to terminate this Agree receipt of a notice of termination, the receiving party will take imed o stop the accrual of any e steps additional obligations which might require promein ands due after termination will be netted against the advance payment and, as appropriate, efund or bill will be issued.

#### ARTICLE 12. Order of Precedence

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

- A. This Agreement
- B. The attachments

#### ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. 106(1)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

#### **ARTICLE 14. Disputes**

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

#### ARTICLE 15. Warranties

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

#### ARTICLE 16. Instruce

The Sponsor will arrange by instance of the nerwise for the full protection of itself from and against all liability to third article aftergout of, or related to, its performance of this Agreement. The FAA assumes howable by under this Agreement for any losses arising out of any action or inaction by the Sponsor, its amplayees, or contractors, or any third party acting on its behalf.

#### **ARTICLE 17. Limitation of Liability**

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

#### **ARTICLE 18. Civil Rights Act**

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

#### ARTICLE 19. Protection of Information

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

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

#### ARTICLE 20. Security

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

#### ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this ir signatures below. In the event the parties duly execute any Agreement as shown by amendment to this Agreemen the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the regot tions and drafting of this Agreement and any amendments thereto, and that; account A reement will not be construed more stringently ingly t against one party than against be her. If this Agreement is not executed by the Sponsor within 100 calendar days after th FAA mits it to and void. smits it to the Sponsor, the terms contained and set forth in this Agreement all b

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FEDERAL AVIATION ADMINISTRATION		OU TY OF VENTURA
SIGNATURE _		SIGN TURE
NAME _		N ME
TITLE _	Contracting Officer	THTL
DATE _		DATE
		Tax ID



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372 Fax: (805) 388-4366

https://vcairports.org

May 7, 2025

Aviation Advisory Commission Oxnard Airport Authority

#### Subject:

Approval of, and Authorization for the Director of Airports or His Designee to Sign, the Proposed Lease with Urban Air Mobility, LLC., for a 7.19-Acre Site at 1701 W. Fifth Street, Oxnard, California at the Oxnard Airport; Authorize the Director of Airports or His Designee to Administer the Lease and Issue Approvals Required by the Lease before Demolition of Existing Structures on the Leased Premises; Find that the Lease is Categorically Exempt from the California Environmental Quality Act

#### **Recommendations:**

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

- Approve, and authorize the Director of Airports or his designee to sign, the proposed lease with Urban Air Mobility, LLC., for a 7.19-acre site at 1701 W. Fifth Street, Oxnard, California at the Oxnard Airport (Exhibit 1)
- 2. Authorize the Director of Airports or his designee to administer the lease and issue approvals required by the Lease before demolition of existing structures on the leased premises; and
- 3. Find that the lease is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15302 (replacement or reconstruction).

#### Fiscal Impact:

	FY 2024-25	FY 2025-26	
Revenues	\$ 0	\$120,000	
Costs	\$ 0	\$ 0	
Net Gain/(Loss)	\$ 0	\$120,000	

Funding Source: Urban Air Mobility, LLC.

Match requirement: None

AAC/OAA
Approval and Authorization for the Lease with Urban Air Mobility, LLC.
May 7, 2025
Page 2

#### **Discussion:**

In June of 2022 the Department of Airports issued a Request for Proposal for the redevelopment of the existing Hangar 2 and Hangar 3 facilities and the large undeveloped ramp area for commercial aviation development at Oxnard Airport. The existing circa 1940's wood hangar structures are beyond their useful life and the large existing asphalt and concrete ramp area is not being utilized to its economic potential and support of current aviation demands. The Department of Airports wished for further development of the area to expand aviation facilities and provide additional business opportunities at Oxnard Airport, thereby enhancing the economic self-sufficiency of Oxnard Airport.

Urban Air Mobility, LLC., is a development company located in Walnut Creek, California and proposes construction of aviation storage, service facilities, and aviation related businesses, including office and research facilities.

The lease is for a 30-year term with one 10-year renewal option and a second 10-year option which is conditioned upon a total capital project investment of \$20-million during the initial term. The initial 30-year term and initial option term requires a capital investment of \$4.314-million. Urban Air Mobility, LLC., will pay ground rent on the 7.19-acre site with fixed annual rent increases.

The Board is also being asked to find that the lease is categorically exempt from CEQA, under CEQA Guidelines section 15302 (replacement or reconstruction), because the project involves the replacement or reconstruction of existing facilities located on the same site to be used for substantially the same purpose and capacity, and the project will have no significant effect on the environment, either individually or cumulatively. The project developer will be responsible for any required approvals before demolition of the existing hangar structures. The Board is being requested to authorize the Director of Airports, or his designee, to administer the lease according to its terms and to issue any required approvals necessary before demolition takes place.

Under Government Code section 25536(a), the Board's approval of the lease requires a 4/5ths vote.

#### **Strategic Priority:**

#### Fiscal Responsibility and Economic Vitality

By enhancing the services and facilities at Oxnard Airport, the regional economy benefits from increased tax revenues and employment opportunities, the airport provides enhanced services increasing its self-sustaining position in the County, and local business benefits from additional visits by patrons and users.

AAC/OAA
Approval and Authorization for the Lease with Urban Air Mobility, LLC.
May 7, 2025
Page 3

#### Reliable Infrastructure and Sustainability

New investment in upgrading airport facilities, along with new construction to attract additional aviation businesses and aviators to position the Oxnard Airport for future economic opportunities and support of the position of Oxnard Airport as a "reliever" airport of the national aviation transportation system.

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

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

**Director of Airports** 

Attachment:

Exhibit 1 - Proposed Lease with Urban Air Mobility, LLC

CAMARILLO AIRPORT

LEASE AGREEEMENT

BETWEEN

COUNTY OF VENTURA

AND

URBAN AIR MOBILITY, LLC

### LEASE AGREEMENT - CAMARILLO AIRPORT URBAN AIR MOBILITY, LLC

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### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

THIS LEASE (Agreement) is made and entered into by and between:

COUNTY OF VENTURA (County) and

Urban Air Mobility, LLC (Tenant).

The parties agree that:

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

That portion of County's property located at the northeast portion of the Airport consisting of 7.19 acres (approximately 313,196 square feet) of an existing improved area, labeled as the "Premises" on the drawing and legal description marked Exhibit "A," which is attached hereto and made a part hereof by reference.

#### 2. TERM, AND OPTION(S) TO EXTEND

- A. <u>Term.</u> The term of this Agreement is thirty (30) years (Initial Term), beginning on the Effective Date and including the Development Period and Construction Period described in sections 5 and 7 below.
- B. <u>First Option to Extend.</u> Provided the Premises have been maintained in good order and repair; Tenant has complied with all conditions in section 22 including any repairs required by any inspection report; and Tenant is not otherwise in default under the terms of the Agreement, Tenant may, at its option, extend this Agreement for one ten- (10) year period (First Extended Term). If the First Option to Extend is duly exercised, the First Extended Term commences on the day following the expiration of the Initial Term and expires ten (10) years after the expiration of the Initial Term. To exercise this First Option to Extend, Tenant must give County written notice of such exercise at least, but no later than, twelve (12) months prior to the end of the Initial Term. In the event Tenant fails to meet all the conditions imposed by this section by 12 months before the end of the Initial Term, the First Option to Extend is automatically and irrevocably forfeited and terminated as of that date, without further action or notice by County.
- C. <u>Second Option to Extend.</u> Provided Tenant has duly exercised, and has not forfeited, its First Option to Extend; Tenant has timely complied with the \$20,000,000 development requirement in section 7; the Premises have been maintained in good order and repair; Tenant has complied with all conditions in section 22, including any repairs required by any inspection report; and Tenant is not otherwise in default under the terms of the Agreement, Tenant may, at its option, extend this Agreement for an additional ten-year period (the Second Extended Term). If the Second Option to Extend is duly exercised, the Second Extended Term commences on the day following the expiration of the First Extended Term and expires either ten (10) years after the expiration of the First Extended Term, or fifty (50) years after the Effective Date of this Agreement, whichever first occurs. To exercise this Second Option to Extend, Tenant must give County written notice of such exercise at least, but no later than, twelve (12) months prior to the end of the Second Extended Term. In the event Tenant fails to meet all the conditions imposed by this section by 12 months before the end of the First Extended Term, the Second Option to Extend is automatically and irrevocably forfeited and terminated as of that date, without further action or notice by County.
- D. All rights, title, and interest in all improvements on the Premises shall automatically vest in County upon termination or cancellation of this Agreement or upon the expiration of the Initial

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

Term of this Agreement, unless Tenant exercises its options to extend in accordance with section 2.B, in which event all rights, title, and interest in all improvements on the Premises shall automatically vest in County at the end of the First Extended Term.

- 3. <u>HOLDOVER</u>. If Tenant holds possession of the Premises after the expiration of the term of this Agreement or any extension thereof, with consent of County, either expressed or implied, Tenant shall become a tenant from month to month, and all rights, title, and interest in all improvements on the Premises shall automatically vest in County as provided in section 2.D. All rent(s) for said holdover tenancy shall be adjusted to reflect the rate, as set forth in the thencurrent Department of Airports' Rent and Fee Schedule (Rent and Fee Schedule) adopted by County's Board of Supervisors (Board), and shall include the then-appraised value of the then-County-owned improvements. All other terms and conditions of this Agreement shall remain unchanged.
- 4. <u>PURPOSE</u>. Tenant intends to construct on the Premises aviation facilities for aviation storage, service and aviation related business (suitable for commercial businesses as outlined in the Required Minimum Standards for Aeronautical Services for Ventura County Airports (Minimum Standards), attached hereto as Exhibit C, incorporated herein by this reference, and as further amended from time to time), offices related to aviation use; research facilities related to aviation use; parking; and all required apron, ramp, and taxi lanes to access the existing runway.

The Premises shall be used for the following specified purposes only, and shall not be used for any other purpose without first obtaining the written consent of the Director of Airports (Director).

#### A. Required Services.

Tenant shall operate as a Limited Aeronautical Service Provider, as defined in the thencurrent version of the Minimum Standards, which is incorporated herein by this reference, and provide at least two (2) but no more than three (3) of the following aeronautical services at any given time:

- 1. Aircraft management and/or storage services.
- 2. Ramp services including loading and unloading of passengers, baggage, mail, and freight; and providing of ramp equipment, aircraft cleaning, and other services for air taxi/charters and other persons or firms.
- Aircraft charter, including Part 135 air taxi services, and related and supportive services
- 4. Aircraft and Part 135 related equipment and parts sales.
- 5. Aircraft rental.
- 6. Flight instruction.
- 7. Radio/electronic/avionics sales and service.
- 8. Research and development of aviation related supplies, equipment and services
- 9. Direct Aviation manufacturing, subject to prior written approval by the Director of Airports
- 10. Air taxi delivery and pickup, and such other new technology related aeronautical or aviation related uses.

Tenant may provide one or more of the aeronautical services required or authorized by this Agreement by subleasing the Premises, in whole or in part, to a third party who itself provides the service or services, subject to all of the following conditions: (1) the third party must at all times qualify as a Limited Aeronautical Service Provider under the then-current

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

version of the Minimum Standards; and (2) Tenant complies with all provisions of Section 31 of this Agreement pertaining to subleases, including, but not limited to, the requirement of the County's prior written approval not to be unreasonably withheld.

#### B. Authorized Services.

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

- C. <u>Operating Standards (for Tenant)</u>. In providing any of the required and/or authorized services or activities specified in this Agreement, Tenant shall operate for the use and benefit of the public and shall meet or exceed the following standards.
- 1. Tenant shall at all times comply with the then-current Minimum Standards or requirements promulgated by County, applicable to each of Tenant's activities on the Airport
- 2. Tenant shall select and appoint a full-time manager of operations at the Airport. The manager shall be qualified and experienced, and vested with full power and authority to act in the name of Tenant with respect to the method, manner, and conduct of the operation of the fixed base services provided under this Agreement. The manager shall be available at the Airport during regular business hours, and during the manager's absence, a duly authorized subordinate shall be in charge and available at the Airport.
- 3. Tenant shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized by this Agreement.
- 4. Tenant shall control the conduct, demeanor, and appearance of its employees, who shall be trained by Tenant and who shall possess such technical qualifications and hold such certificates or qualifications as may be required by any government authority in carrying out assigned duties. It shall be the responsibility of Tenant to maintain close supervision over its employees to assure a high standard of service to customers and sublessees of Tenant.
- 5. Tenant shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Premises or property at any time situated therein and thereon. Tenant may, at its sole expense and cost, and in the manner provided by applicable law, contest any tax, fee, or assessment.
- 6. Tenant shall comply with all federal, state, and local laws, rules, and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by County and as amended from time to time, and Tenant shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits.
- 7. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, Tenant shall have the right to choose, in its sole discretion, its vendors and suppliers.
- 8. Tenant shall at all times maintain, and provide the Director with, a current listing of all aircraft based or stored on the Premises, whether by Tenant or by any other person or entity. For purposes of this section, an aircraft is "based" on the Premises if it is operational and airworthy and operates from the Premises for six months in any calendar year.
- 9. Tenant shall further notify all customers, where Tenant has custody of customer's aircraft, of the requirement to register said aircraft with the Director and to show evidence of the required insurance.
- 10. Tenant shall properly collect, store and dispose of used motor oil generated on the Premises, in accordance with applicable laws and regulations.
- E. <u>Operating Schedule.</u> Beginning on the date any facilities on the Premises are first offered for use by the general public, all of the uses and services specified herein shall be provided

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### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

on the Premises not less than eight hours per day and not less than five days per week. A change in the operating schedule may not be made prior to receipt of written approval from the Director.

- F. <u>Use.</u> No other uses are permitted except as set forth in this Agreement, or with prior written consent of the Director. Authorization for other uses shall be null and void if not exercised within six (6) months after such authorization..
- **DEVELOPMENT PERIOD.** The first 36 months of the term of this Agreement are known as the "Development Period." Tenant may terminate the Development Period and commence the Construction Period at any time before the expiration of the Development Period, under the condition that Tenant provides County at least thirty (30) days' advance written notice before the date of termination of the Development Period. In the event Tenant fails to terminate the Development Period before its end, the Development Period automatically and irrevocably ends as provided in this Section 5, without further action or notice by County.. If, during the Development Period, Tenant fails to: (1) obtain all required approvals from applicable governing or permitting agencies, including, but not limited to, the Department of Airports, to remove both of the existing Hangar 2 and Hangar 3 structures, or (2) obtain all necessary utilities service required for the operation of the Development, then Tenant will have the right to terminate this Agreement upon 120 days' advance written notice to County. But, for purposes of this Section, neither of the following constitutes a ground for termination under this section: (1) a governing or permitting agency's conditioning removal of one or both of Hangar 2 or Hangar 3 on the completion of reasonable steps acceptable to County; or (2) where Tenant's failure to obtain any necessary utility service is due to Tenant's failure to agree to pay any infrastructure or inlieu fees required by the utility provider for said utility service that is less than five (5%) percent of Tenant's gross development budget.
- **6. <u>USE OF AIRPORT FACILITIES.</u>** Tenant has the nonexclusive right to the use of the runways and taxiways of the Airport, the public waiting rooms, rest rooms, and other public places in the Airport, the roadways and landing aids, and other public facilities provided by County.
- 7. ALTERATIONS BY TENANT & CONSTRUCTION PERIOD. The period after the end of the Development Period is known as the "Construction Period." During the Construction Period, Tenant shall construct and complete improvements to the Premises, including, but not limited to, demolition of existing buildings, for a total investment of no less than \$4,314,000, provided, however, that approval of all such improvements, alterations, and additions (sometimes referred to in this Agreement as the hangar project) must be obtained in advance in writing from the Director. All improvements, alterations, and additions shall conform to the then-current Airport Design Criteria for Construction and Specifications for Construction and Maintenance by Tenant, as may be amended from time to time, which is incorporated herein by this reference. Tenant shall obtain all necessary applicable permits after securing the Director's written approval of plans. The Director's approval shall not be unreasonably withheld. Tenant must, within seven (7) years after the end of the Construction Period, complete further improvements totaling not less than \$20 million to be eligible for the Second Option to Extend as described in Section 2.C. The Construction Period automatically and irrevocably, without further action or notice by County, ends upon the earlier of 1) 36 months from the end of the Development Period or 2) upon receipt of Certificate of Completion of Tenant's improvements of not less than \$4,314,000.

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

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

of Tenant but shall count towards Tenant's required development investment.

**8. RENT.** The monthly rent during the term of the lease shall be as follows:

The monthly rent shall be payable, in advance, on the first day of each month, commencing on the first day of the first month after the Effective Date. If this Agreement commences on a day other than the first of the month, then the first month's rent will be the pro rata share of the monthly rent and will be payable immediately.

- <u>a) Development Period Rent</u>. The monthly rent for the Premises during the Development Period is \$10,000 for the first twelve (12) months of the Development Period, \$12,500 for months 13 through 24 of the Development Period, and \$15,000 for months 25 through 36 of the Development Period.
- b). Construction Period Rent. The monthly rent for the Premises during the Construction Period is one-half of the Aviation Land Rate for County's Department of Airports (Department), as determined by the then-current Rent and Fee Schedule.
- c). <u>Post-Construction Period Rent</u>. At the end of the Construction Period, and at the beginning of every Extended Term, rent will be set at the Aviation Land Rate provided in the then-current Rent and Fee Schedule. The rent shall be increased by a fixed three percent (3%) annually thereafter. At the end of that ten (10) year period, and after every subsequent ten (10) year period in the Initial Term, the rent shall be adjusted to the then-current fair market value for aviation land only, and not the structures thereon, as determined by an independent appraisal, at County's expense, regardless of whether this results in an increase or decrease in rent (a "True-Up Adjustment"). No three percent (3%) increase will be made at the time of a True-Up Adjustment. Following each True-Up Adjustment, the rent shall again be increased by a fixed three percent (3%) annually, until the next True-Up Adjustment, with the same cycle repeating every ten (10) years thereafter. In every Extended Term, following the setting of the rent at the rate provided in the then-current Rent and Fee Schedule, the same cycle described above will ensue, with the rent increasing annually by three percent (3%), followed by a True-Up Adjustment after the tenth (10<sup>th</sup>) year of the Extended Term, followed by annual three percent (3%) increases, until the beginning of any following Extended Term.
- **9. FAILURE TO PAY WHEN DUE.** If money payable to County as a condition of this Agreement is not paid prior to ten (10) days after the due date, a fee of ten percent (10%) of the amount due and unpaid, except that such fee shall not be less than twenty-five dollars (\$25.00), will be added to the amount due and such total sum shall be due and payable to County as of the original delinquency date. A further fee in the same amount will be added for each thirty- (30) day period following addition of the fee, until paid. If the Board amends this requirement in the Rent and Fee Schedule, the fee provided by this section will be adjusted to the new amount when the rent is next adjusted on the adjustment schedule provided in section 8.
- **10.** <u>SIGNS AND ADVERTISING.</u> Tenant shall not erect or display, or permit to be erected or displayed, on the Airport or to the exterior of the buildings on the Premises, any signs or advertising matter of any kind without first obtaining the written consent of the Director. Tenant shall obtain all necessary applicable permits after securing the Director's written approval, and consent shall not be unreasonably withheld
- EMPLOYEE INFORMATION. Tenant shall provide and keep current in the Director's office

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

a list of Tenant's employees and their telephone numbers for emergency purposes.

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

- A. An irrevocable Letter of Credit from a financial institution in Ventura County wherein the principal sum is made payable to County on order. County must approve both the financial institution and the form of the certificate.
- B. The assignment to County of a savings deposit held in a financial institution in Ventura County acceptable to County. Such assignment shall consist of delivery to County of the original passbook for such savings deposit and execution and delivery of a written assignment of said deposit to County on a form approved by County.
- C. A renewable Time Certificate of Deposit from a financial institution in Ventura County wherein the principal sum is made payable to County on order. County must approve both the financial institution and the form of the certificate.
- D. Cash on Deposit with County.

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

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

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

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

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

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

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

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

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

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

#### 14. INSURANCE.

- A. Tenant, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement either upon completion of construction of the Premises or upon the expiration of the insurance required in section 17 below (whichever occurs first), the minimum insurance requirements as prescribed below:
  - 1. <u>Commercial General Liability "occurrence" coverage</u> in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
  - 2. <u>Aircraft and Airport Operations including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence (waived until hangars are constructed).
    - 3. <u>Hangar Keepers Liability</u>: The replacement value of all aircraft actually located in the buildings, with a minimum of \$100,000 per aircraft (waived until hangars are constructed).

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### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

- 4. <u>Commercial Automobile Liability coverage</u> in the minimum amount of \$300,000 CSL bodily injury & property damage, including owned, non-owned and hired automobiles.
- 5. <u>Workers' Compensation coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- 6. <u>Property coverage</u>, for not less than 80% of the full replacement value of each structure for all risks of direct physical loss or damage.
- B. The insurance coverages shall contain within the policy a "broad form" of liability coverage, including any liability arising from contractual agreements, including leases, or there shall be attached thereto an endorsement providing such coverage. The Board may amend this requirement.
- C. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess to Tenant's insurance coverage and will not contribute to it.
- D. County and its boards, agencies, departments (including the Department), officers, employees, agents and volunteers are to be named as Additional Insureds as respects the Premises leased by Tenant under the terms of this Agreement on all policies required (except Workers' Compensation).
- E. Tenant agrees to waive all rights of subrogation against County and its boards, agencies, departments (including the Department), officers, employees, agents and volunteers for losses arising directly or indirectly from the activities performed by Tenant.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days' written notice has been given to the Department.
- G. County must be informed immediately if a claim exceeds the general aggregate of insurance and additional coverage must be purchased to meet the above requirements.
- H. Tenant agrees to provide County with the following insurance documents on or before the Effective Date of this Agreement:
  - 1. Certificates of Insurance for all required coverages.
  - 2. Additional Insured endorsements.
  - 3. Waiver of subrogation endorsements (A.K.A. Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

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

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Tenant for liability in excess of such coverage, nor shall it preclude County from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

#### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

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### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

#### 15. <u>INSURANCE DURING COURSE OF CONSTRUCTION.</u>

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

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

#### 17. UTILITIES.

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

Tenant expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, computer equipment, telephone system, electrical supply system or electrical apparatus or wires serving the Premises. Tenant shall pay all service charges for gas, water, and electricity serving the Premises. Tenant shall pay connection fees and charges for all utilities, and service charges for electronic, computer or telephone equipment installed, used, or operated by Tenant on the Premises.

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

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

- 19. <u>TRASH AND RUBBISH SERVICES.</u> Tenant shall provide, at Tenant's sole expense, proper containers for and the regular collection of all trash and rubbish materials generated from or accumulating on the Premises.
- **20.** COOPERATION BETWEEN TENANTS. Tenant shall cooperate with all other tenants of County who will be operating enterprises on the Airport and shall conduct its operations so as to avoid interference with the operations of other tenants and other Airport users. Any difference or conflict that may arise between Tenant and other tenants or other Airport users will be adjusted and determined by the Director. If the operations of Tenant are impaired because of any acts or omissions of such other tenants or other Airport users, Tenant shall have no claim against County on that account.
- 21. <u>REPAIRS AND MAINTENANCE BY COUNTY.</u> No repairs of any nature will be performed by County.
- 22. REPAIRS AND MAINTENANCE BY TENANT. Tenant accepts the Premises in the present condition. Following the completion of the hangar project as described in section 7 during the term of the Agreement, Tenant shall keep the Premises in good condition and repair and shall make any repair and modification necessary to comply with all applicable building codes and regulations, and shall make all repairs and replacements, capital in nature or otherwise, necessary to maintain the Premises in good condition and repair. Tenant shall also maintain any lawns, landscaping (including tree trimming), signage, walkways, parking areas, taxiways, and surfaces within the Premises to the satisfaction of the Director, and provide all reasonable improvements and maintenance for an aviation facility of its type and location, including, but not limited to, plumbing, roofing, electrical, HVAC, pest control, painting, striping, replacement of siding, exterior lighting, etc., for all structures on the Premises.

Prior to the commencement of lease year 21, Tenant shall arrange for an inspection of the facilities by a qualified, independent third party inspector for the purpose of assessing any capital improvements and maintenance needs reasonably projected to be required to allow for continued use of the facility through the next 15 years, normal wear and tear excepted. Designation of the inspector is subject to the approval of County, which approval shall not be unreasonably conditioned, withheld or delayed. This inspection project shall also be conducted prior to commencement of lease year 31 and lease year 41 if Tenant has exercised one or both of its options for extending the term. County and Tenant shall meet and confer in good faith during the inspection and report process. Tenant shall timely perform all work reasonably required by the inspection report(s).

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

- **23. ENTRY BY COUNTY.** County may enter upon the Premises at all reasonable times to examine the condition thereof.
- **24.** <u>COMPLIANCE WITH LAW.</u> Tenant shall not use or permit the use of the Premises for any illegal or immoral purposes and shall comply with all federal, state, and local laws and ordinances concerning the Premises and use thereof.
- **25.** <u>AIRPORT REGULATIONS.</u> Tenant agrees to observe, obey, and abide by all applicable laws, ordinances, field rules, and other regulations for the common and joint use of Airport

#### LEASE AGREEMENT - COUNTY OF VENTURA **Urban Air Mobility, LLC**

facilities and for the maintenance and conduct of all its operations which are now or may hereafter be imposed or promulgated by County, the FAA, or any other governmental agency having jurisdiction over the subject matter.

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

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#### 27. ENVIRONMENTAL PROTECTION. Tenant shall take all measures available to:

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

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

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

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

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

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28.RENEWABLE ENERGY REQUIREMENTS. Only 100% renewably generated electricity shall be used for electrical load within the leasehold, if commercially available from an electrical service provider (load serving entity), except where prohibited by law. The 100% renewably generated electricity can either be generated on site and/or purchased through the electric service provider or other source. The term "100% renewably generated electricity" means electricity generated from facilities qualifying under California's Renewable Portfolio Standard (RPS) regulations.

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#### 29. CONTAMINATION AND POLLUTION.

A. New Contamination and Pollution. Tenant, solely at its own cost and expense, will provide cleanup of any premises, property, or natural resources contaminated or polluted due to Tenant activities or related to Tenant's use or occupation of the Premises. Any fines, penalties, or punitive or exemplary damages assigned due to contaminating or polluting activities of Tenant

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

will be borne entirely by Tenant.

#### B. Existing Contamination.

- 1. Existing Contamination means the presence of hazardous substances, whose handling, storage, release, transportation, or disposal is or becomes prohibited, limited, or regulated by any federal, state, county, regional, or local authority or, even if not so regulated, poses a hazard to the health and safety of any person or to the environment, which predates the Effective Date of this Agreement and is not caused by Tenant or related to Tenant's activities.
- 2. In the event that any governmental agency lawfully requires the investigation, clean up, remediation, or removal (Necessary Action) of any Existing Contamination in the soil, subsoil, or groundwater located in, on, or under the Premises, County shall be solely responsible for and shall defend, indemnify, and hold harmless Tenant from and against any and all demands, claims, actions, causes of action, proceedings, judgments, awards, damages, fines, penalties, liabilities, obligations, losses, costs, and expenses arising out of, resulting from, or caused by the Existing Contamination, including the migration of Existing Contamination to other real property not caused by Tenant, or Existing Contamination that has migrated from adjoining property on to the Premises. If the Existing Contamination is discovered before the end of the Development Period, the running of the Development Period will be tolled during the period when County is performing the Necessary Actions. County's obligations to defend, indemnify, and hold harmless Tenant, as provided in this Section 29.B.2, shall survive the termination of this Agreement. But in the event this Agreement is amended to allow Tenant to perform its own Necessary Actions, as provided elsewhere in this Section, County's obligations to defend, indemnify, and hold harmless Tenant, as provided in this Section 29.B.2, are waived and forfeited in their entirety.
- 3. Notwithstanding the foregoing, in the event Tenant prefers to perform the Necessary Actions itself on the Existing Contamination of the leased Premises, this Agreement may be amended to allow Tenant to perform the Necessary Actions and to include additional provisions regarding whether, and to what extent, the cost of Tenant's performance of the Necessary Actions will be deducted from Tenant's required development investment; and whether, and to what extent, the Development Period may be extended. In the event Tenant elects to perform its own Necessary Actions, Tenant must provide County prior written notice of the election. Tenant's notice of such election tolls the running of the Development Period until the earlier of the following occurs: (a) County notifies Tenant in writing of its declination to pursue amendment of this Agreement for the purposes described in this Section; or (b) the effective date of an amendment to this Agreement for the purposes described in this Section. Tenant's written notice of its election to perform its own Necessary Actions, automatically and without further action or notice by County, forfeits Tenant's right to terminate this Agreement, as provided elsewhere in this Section. If this Agreement is amended to allow Tenant to perform its own Necessary Actions, Tenant thereby, automatically and without further action or notice by County, waives and releases County from its obligations, as provided elsewhere in this Section, to defend, indemnify, and hold harmless Tenant from the consequences of Existing Contamination. Notwithstanding the above, if Tenant Elects to perform its own Necessary Actions, and Tenant and County are unable to mutually agree on an amendment to this Agreement allowing Tenant to perform its own Necessary Actions, then Tenant shall have the right to withdraw its Notice of Election to perform its own Necessary Actions and County's obligations to defend, indemnify and hold harmless Tenant from the consequences of Existing Contamination remain unchanged , and on such withdrawal of its Notice of Election to perform its own Necessary Actions, Tenant's right to terminate this Agreement are restored in their entirety as set forth in this Agreement and paragraph 29.B.2 herein.

#### LEASE AGREEMENT - COUNTY OF VENTURA **Urban Air Mobility, LLC**

- 4. Notwithstanding the foregoing, in the event Existing Contamination is discovered before the end of the Development Period (an "Environmental Event"); and Necessary Actions by either County or Tenant on that Existing Contamination are reasonably determined, due to their costs or the delay required for their completion, to effectively prevent Tenant's development of the Premises, Tenant and County shall each have the right, at its sole option, to terminate this Agreement on the giving of 365 days written notice to the other party in writing, provided such notice is given within 365 days after the Environmental Event as determined by either the Phase 2 report or determination of hazardous materials in any existing building immediately prior to any demolition thereof...
- 30. STORMWATER REGULATIONS ACKNOWLEDGMENTS. Notwithstanding any other provisions or terms of this Agreement. Tenant acknowledges County is subject to federal stormwater regulations, 40 CFR Part 122, for aircraft maintenance shops (including aircraft rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations that occur at the Airport as defined in these regulations and, as applicable, state stormwater regulations. Tenant further acknowledges that it is familiar with these stormwater regulations; that it conducts or operates vehicle and aircraft maintenance and equipment cleaning operations activities as defined in the stormwater regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. County and Tenant both acknowledge that close cooperation is necessary to minimize costs. Tenant acknowledges and agrees that it will undertake all reasonably necessary actions to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used by Tenant, by adhering to County requirements and Best Management Practices. Best Management Practices means practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces as described in the Camarillo Airport's Stormwater Pollution Prevention Plan. The Airport will conduct annual Best Management Practices inspections to
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assure Tenant's compliance.

- 31. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily, by operation of law, or as otherwise defined in this Agreement, assign, transfer, mortgage, sublet, or otherwise transfer or encumber (collectively referred to as a "Transfer") all or any part of Tenant's interest, right, or privilege in this Agreement, or in the Premises, without County's prior written consent, , and Tenant shall not suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of the County, . Any attempted Transfer without County's prior written consent shall be void and shall, at County's option, be a material and incurable default under this Agreement and constitute a forfeiture of this Agreement. County may accept Rent payments from any person or entity other than Tenant without thereby consenting to a Transfer or waiving the requirement of County's consent thereto. Consent to a Transfer shall not be deemed a consent to any subsequent Transfer. Any Transfer of all or substantially all of Tenant's rights and obligations under the Agreement will also be subject to County's review and approval, in its sole discretion, of the proposed assignee's financial and operational qualifications.
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- County shall not be required to consent to any Transfer where, at the time of Tenant's request for such consent, Tenant is in default under this Agreement. The term "Transfer" shall also include the following:
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- a. If Tenant is a partnership or limited liability company: (1) a change in ownership effected

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

- voluntarily, involuntarily, or by operation of law of twenty-five percent (25%) or more of the partners or members or twenty-five percent (25%) or more of the partnership or membership interests; or (2) the dissolution of the partnership or limited liability company without its immediate reconstitution.
- b. If Tenant is a closely held corporation (i.e. one whose stock is not publicly held and not traded through an exchange or over-the-counter): (1) the sale or other transfer of more than an aggregate of twenty-five percent (25%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death); (2) the sale, mortgage, hypothecation, or pledge of more than an aggregate of twenty-five percent (25%) of the value of Tenant's unencumbered assets; or (3) the dissolution, merger, consolidation, or other reorganization of Tenant.

<u>Terms and Conditions of Assignment</u>. Regardless of County's consent thereto, no assignment of this Agreement shall be effective until Tenant delivers to County an instrument duly executed and acknowledged by the assignee whereby such assignee assumes and agrees to be bound by and to perform all covenants and obligations of Tenant under this Agreement. In no event shall Tenant be released from liability hereunder following any such assignment.

Each assignment of this Agreement, or any interest therein, shall be subject to the Transfer Fee for Long Term Lease (Term exceeding 1 year) as identified in the then-current Rent and Fee Schedule except when Tenant shall sublease, and, in that case, there shall be no Transfer Fee.

<u>Terms and Conditions of Subletting</u>. Regardless of County's consent, the following terms and conditions shall apply to any subletting by Tenant of the Premises and shall be included in all sublease agreements:

- a. No sublease entered into by Tenant shall be effective unless and until it has been approved in writing by County. In entering into any sublease Tenant shall use only such form of sublease as is satisfactory to County and once approved by County such sublease shall not be changed or modified without County's prior written consent. Any subtenant shall, by reason of entering into a sublease under this Agreement, be deemed for the benefit of County, to have assumed and agreed to perform and comply with each and every obligation herein to be performed by Tenant other than such obligations as are contrary to or inconsistent with provisions contained in a sublease to which County has expressly consented in writing.
- b. The consent by County to any subletting shall not release Tenant from its obligations or alter the primary liability of Tenant to pay the Rent and perform and comply with all of the obligations of Tenant to be performed under this Agreement.
- c. The consent by County to any subletting shall not constitute a consent to any subsequent subletting by Tenant or to any assignment or subletting by the subtenant.
- d. No subtenant shall further assign or sublet all or any part of the Premises without County's prior written consent.
- **32. DOCUMENT PROCESSING FEE.** A Document Processing Fee shall be paid by Tenant in accordance with the Rent and Fee Schedule. This Document Processing Fee shall be deemed earned by County when paid and shall not be refundable. Said fee is construed as reimbursement of administrative costs incurred pursuant to the transaction. County-initiated documents are exempt from processing fee charges.
- **33. <u>DEFAULT OR BREACH.</u>** Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this

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#### LEASE AGREEMENT - COUNTY OF VENTURA **Urban Air Mobility, LLC**

Agreement, other than the failure to pay Rent, the other party shall, if the default or breach is curable, give written notice to remedy such default or breach. If the default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, or if the default or breach is not curable, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

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

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

- 35. PARTIES BOUND AND BENEFITED. The terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto.
- **36. TIME.** Time is of the essence of this Agreement.
- 37. HOLD HARMLESS AND INDEMNIFICATION. Tenant agrees to defend (at County's request), indemnify and save harmless County and its boards, agencies, departments (including the Department), officers, employees, agents and volunteers, from and against any and all claims, lawsuits, whether against Tenant, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Premises or out of operations conducted or subsidized in whole or in part by Tenant.
- 38. DESTRUCTION OF PREMISES. If the Premises should be destroyed by any cause, except as caused by the fault of Tenant, or declared unsafe or unfit for occupancy by any authorized public authority for any reason, except as caused by the fault of Tenant, either wholly or in such a degree as to substantially impair Tenant's use of the Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. In such event, this Agreement shall thereby be terminated.

#### 39. FAA SPECIAL PROVISIONS.

A. Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation

### LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

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

- B. Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities; (2) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon; and (3) Tenant shall use the Premises in compliance with all other applicable requirements imposed by or pursuant to 49 CFR Part 21, and as said regulations may be amended.
- C. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement and to reenter and repossess the land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
- D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- E. Non-compliance with subsection D above shall constitute a material breach thereof and, in the event of such non-compliance, County shall have the right to terminate this Agreement and the estate hereby created without liability therefor or, at the election of County or the United States of America, either or both of said governments shall have the right to judicially enforce subsection D.
- F. Tenant agrees that it shall insert the above five subsections in any lease, contract or similar agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises or any portion thereof.
- G. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

## LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

- H. County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance. Such reservation includes without limitation the right to develop and operate other airports, to relocate existing operations at other airports and to offer services and facilities at the other airports that may compete with the operations of Tenant.
- I. County reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.
- J. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States of America, relative to the development, operation or maintenance of the Airport.
- K. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the FAA regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
- L. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 1349a).
- M. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.
- N. Tenant, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Premises above the mean sea level elevation of more than 100 feet. In the event the aforesaid covenants are breached, County reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.
- O. Tenant, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Tenant.
- P. This Agreement and all the provisions hereof shall be subject to whatever right the United States of America now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States of America during the time of war or national emergency.
- **40. GOVERNMENT INCLUSIONS.** This Agreement shall be subordinate to the provisions of any existing or future agreements between County and the United States of America or other governmental authority, relative to the operation or maintenance of the Airport, the execution of

## LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent of the conditions of any existing or future funds. County agrees to provide Tenant written advance notice of any provisions that would adversely modify the material terms of the Agreement.

- **41. FEDERAL GOVERNMENT EMERGENCY CLAUSE.** All provisions of the Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any portion thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.
- 42. <u>CONDEMNATION</u>. If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Tenant shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If Tenant remains in possession, all of the terms thereof shall continue in effect, the minimum rent payable being reduced proportionately for the balance of the term of this Agreement. If a taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of Tenant shall belong to Tenant, and those payments attributable to the reversionary interest of County shall belong to County.
- **43.** CONDITION OF PROPERTY UPON TERMINATION. Upon the expiration, termination, or cancellation of this Agreement for any reason, Tenant shall vacate the Premises and deliver it to County in good order and condition, damage by the elements, fire, earthquake and ordinary wear and tear excepted.
- 44. REMOVAL OF TENANT'S PERSONAL PROPERTY. Unless otherwise mutually agreed in writing by the parties hereto, at the expiration, termination or cancellation of this Agreement, Tenant shall have removed, at its own expense, all personal property of any kind owned or placed on the Premises by Tenant, along with all debris, surplus and salvage material, and shall leave the Premises in a clean and orderly condition. If Tenant does not remove, or has not completed removal of its personal property within seven (7) days after such expiration, termination or cancellation, title thereto shall vest in County. County may thereafter remove or cause to be removed or destroyed such personal property left on the Premises, and in such event, Tenant shall pay County the reasonable and actual cost of any such removal, sale or demolition
- **45. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and no obligation other than those set forth herein will be recognized.
- **46. AGREEMENT MODIFICATIONS.** This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. The Director or an authorized representative on behalf of County may execute such modification.
- **47. PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- **48. GENDER AND NUMBER.** For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number

#### 2.8

## LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

shall include the plural and the plural number shall include the singular, wherever the context so requires.

- **49. SECTION HEADINGS.** Section headings in the Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.
- **50. GUARANTY.** Tenant's performance of all obligations under this Agreement is guaranteed by Mark Scott, an individual, under the guaranty attached hereto as Exhibit "B" and incorporated herein by reference.

#### 51. ENCUMBRANCE OF LEASEHOLD INTEREST BY TENANT.

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

- A. The provisions herein shall apply to any leasehold mortgaging by Tenant occurring without subordination of County's interest.
- 1. Tenant and each subsequent County-approved legal holder of the leasehold estate created hereby (Legal Holder), for so long as it is not in default under this Agreement, may at any time and from time to time encumber its interest in this leasehold estate by mortgage, deed of trust, conditional or unconditional assignment, security agreement or other instrument of the same effect (Mortgage); provided, however, that no mortgagee, trustee or secured party (Mortgagee) or anyone claiming through such Mortgagee shall acquire any greater rights in the Premises than the Legal Holder then had under this Agreement; and provided further that such Mortgage shall be subject to this Agreement and the rights of County hereunder.
- 2. The Mortgagee under any such Mortgage and the owners of the indebtedness secured by said Mortgage shall not become liable under this Agreement unless and until they shall become the owners of the legal title to this leasehold estate and the improvements.
- 3. All encumbrances authorized by this Section constitute a Transfer, as defined in Section 31 of this Agreement.
- B. The provisions herein shall apply to leasehold mortgaging occurring with subordination of County's interest. By "subordination of County's interest," the parties mean a first lien deed of trust or mortgage encumbering Tenant's leasehold estate in the Premises, as established by this Agreement. County agrees to subordinate its interest in the Premises to a first deed of trust or mortgage in favor of a construction and/or permanent lender providing funds for the construction of the buildings, facilities and improvements on the Premises, subject, however to the following terms and conditions:
- 1. Subordination shall be limited to deeds of trusts or mortgages that secure construction or permanent loans.
- 2. Subordination shall be limited to ninety percent (90%) of the construction costs.
- 3. County shall be provided in advance with copies of the following:
- a) The construction contracts showing the construction price;
- b) The note and deed of trust or mortgage instruments. County shall have the right to

## LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

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

- c) Such other information as is reasonably necessary to assure compliance with the provisions hereof.
- 4. County shall, at or prior to the closing on any construction and/or permanent loan, execute, acknowledge, and deliver such instruments and documents, including any subordination agreement, as shall be required by and in the form reasonably satisfactory to the lender; provided, however, County shall have no liability under any of said documentation. County shall permit a separate deed of trust or mortgage to be placed on the Premises.
- 5. The permanent loan shall be made only by an institutional lender. The term "institutional lender" as used herein shall include a national or a state bank, savings and loan institution, insurance company, pension fund, endowment fund, foundation, or any other non-profit organization similar to those enumerated herein or any trust with professional management or a fund created by County-approved tax exempt financing.
- 6. A default by Tenant under the terms of any note and deed of trust or mortgage to which County has subordinated its interest shall be considered an event of default under this Agreement.
- 7. Any deed of trust or mortgage to which County has subordinated its interest shall provide that:
- a) Notice of any default shall be given by the lender to County.
- b) County may (but shall not be required to) cure any default by Tenant under the terms of the note and deed of trust or mortgage within a period of fifteen (15) days following the receipt by County of notice of such default. If County elects to cure any default, any sums expended by County to cure any such default shall be deemed advances made for the benefit of Tenant, which sums shall bear interest at the rate which is the greater of two percent (2%) per month or ten percent (10%) over the prime rate published in the Wall Street Journal on the date of default, from the date of such advance until repaid, and shall be payable by Tenant to County as additional rent hereunder within ten (10) days after notice of payment is given to Tenant by County. Should County not exercise its right to cure within the time provided, the Mortgagee shall be free to exercise any rights or remedies allowed under the note and deed of trust or mortgage. If the Mortgagee in fact cures Tenant's defaults under the note and deed of trust or mortgage, the amount needed to cure shall not include additional rent which was paid by County to cure the default, and County shall continue to have the right to collect this additional rent directly from Tenant.
- c) Following any repossession by County of the Premises, County may (but shall not be required to) assume the existing note and deed of trust or mortgage without penalty, provided only that the said instruments are not in default or, if in default, that such default is cured within fifteen (15) days of repossession or notice of default given under (b) above, whichever occurs first, and that County would then meet the standards of the holder of the note and deed of trust or mortgage with respect to the assumption of like or similar instruments. County agrees to execute and deliver any documents as shall be reasonably required by the holder of the note and deed of trust or mortgage to effectuate and carry out such assumption, and assumption by County shall not result in the release of any borrower or guarantor of the indebtedness secured by the deed of trust or mortgage.
- 8. The Mortgagee under any such mortgage or deed of trust and the owners of the

#### 2.8

## LEASE AGREEMENT – COUNTY OF VENTURA Urban Air Mobility, LLC

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

- 9. All
  - 9. All encumbrances authorized by this Section constitute a Transfer, as defined in Section 31 of this Agreement. .
  - C. Subject to the rights of the construction and/or permanent lender, in the event of any default under this Agreement, County shall be entitled to exercise all or any of its remedies as provided under this Agreement.
  - **52. NO SMOKING PROVISIONS.** Pursuant to the Ventura County Comprehensive Smoke-Free Ordinance, Ventura County Ordinance Code section 6707, smoking and the use of tobacco products are prohibited in all vehicles, buildings, and other enclosed and unenclosed areas on the Premises, except for smoking areas designated by the Ventura County Executive Officer or Public Health Department Director.
  - **53. NOTICES AND PAYMENTS.** All notices required under this Agreement, including change of address, shall be in writing, and all notices and payments shall be made as follows:
    - A. All payments and notices to Tenant shall be given or mailed to:

Urban Air Mobility, LLC Attn: Mark Scott Construction, Inc. 2835 Contra Costa Blvd Pleasant Hill, CA 94523

With simultaneous notice to:

Tod M. Ratfield, Esq. Tod M. Ratfield, APC 1233 Alpine Road Walnut Creek, CA 94596

And also to:

todratfield@yahoo.com

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

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

1		
2		
3	IN WITNESS WHEREOF, the par	ties hereto have executed the Agreement on the latest date
4	written below, which is the Effective	ve Date.
5		
6		
7	COUNTY OF VENTURA	
8		
9		
10	By:	TITLE: Director, Department of Airports
11	Keith Freitas	
12		
13		
14	Dated:	
15		
16		
17	URBAN AIR MOBILITY, LLC	
18	_	
19	By: Mark Scott	TITLE:
20	Mark Scott	
21	_	
22	Ву:	TITLE:
23		
24		
25	Dated:	

#### **EXHIBIT A**

That portion of Lot 106 and Lot 107 of the Patterson Ranch Subdivision in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 8 Page 1 of Miscellaneous Records (Maps), in the office the County Recorder of said County of Ventura, described as follows:

COMMENCING at the Standard Ventura County bronze disc in well at Station 146+77.95 as shown on Ventura County Field Book (VCFB) 1464-M page 7 filed in the Office of the County Surveyor of said County; thence along the centerline of West 5<sup>th</sup> Street also being the southerly line of Lot 106 as shown on said VCFB 1464-M page 7

South 88° 45' 13" East 288.17 feet; thence

North 1° 14′ 47" East 56.00 feet to a point on the 1st course of the Easement Deed recorded on October 31, 2002, as Document No. 2002-0268367 of Official Records in the office of said County Recorder, said point being the TRUE POINT OF BEGINNING; thence continuing

- North 1° 14′ 47″ East 611.50 feet to a point on a line parallel with and distant northerly 667.50 feet from said centerline of West 5<sup>th</sup> Street; thence along said parallel line
- 2<sup>nd</sup> North 88° 45′ 13" West 535.71 feet; thence leaving said parallel line
- 3rd South 1° 14′ 47″ West 455.00 feet; thence
- 4th South 88° 45′ 13″ East 93.00 feet; thence
- South 1\* 14' 47" West 158.63 feet to a point on the 2<sup>nd</sup> course of said Easement Deed, being a non-tangent curve concave southerly having a radius of 4256.00 feet, a radial to which bears North 0" 33' 56" West; thence along the 2<sup>nd</sup> and 1<sup>st</sup> courses of said Easement Deed by the following two courses
- 6th Easterly an arc distance of 134.59 feet through a central angle of 1° 48' 43"; thence
- 7th South 88° 45′ 13″ East 308.14 feet to the TRUE POINT OF BEGINNING

CONTAINING 7.19 ACRES MORE OR LESS

Joseph V. DeChellis

PLS 8613

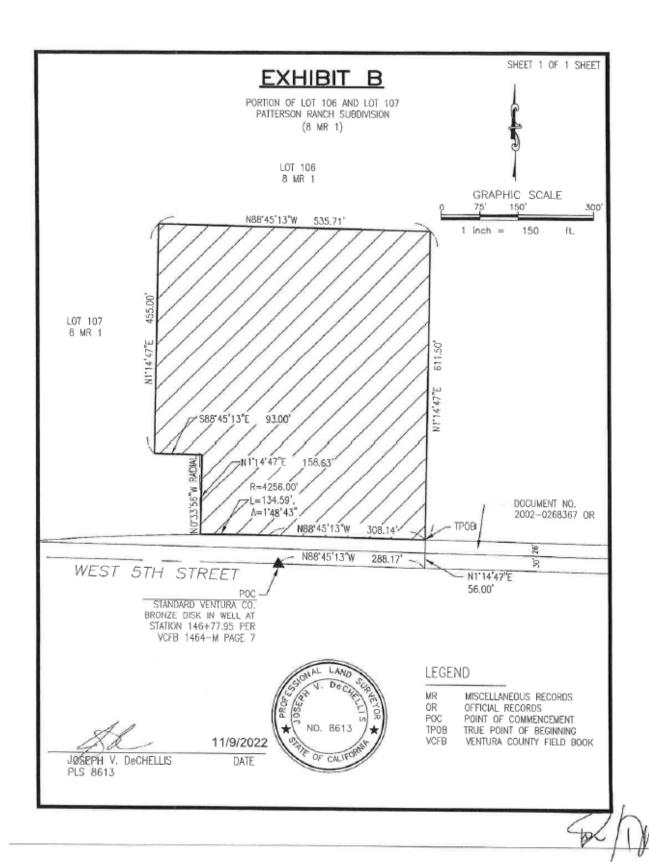
11/9/2022

Date

MO. 8613

Page 1 of 1

FAM.



#### **Exhibit B**

#### **GUARANTY**

Urban Air Mobility, LLC (Urban Air) and the County of Ventura (County) intend to enter into a lease of premises in the northeast area of the Oxnard Airport (Lease), under which County will lease the premises to Urban Air.

Mark Scott (Mark Scott) has a financial interest in Urban Air.

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

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

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

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

COUNT	Γ <b>Y</b> :	MARK SCOTT:	
	of Ventura, al subdivision of the State of iia	Mark Scott, an individual	
By: Name: Title: Date:		Date:	



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372 Fax: (805) 388-4366

https://vcairports.org

May 7, 2025

Aviation Advisory Commission Oxnard Airport Authority

#### Subject:

Approval of, and Authorization for the Director of Airports or His Designee to Sign, Contract Change Order No. 6 in the Amount of \$127,249 with Security Paving Company for the Reconstruction of Taxiway F (renamed A) at Oxnard Airport, Raising the Total Contract Amount from \$19,463,590 to a Not to Exceed Total Amount of \$19,590,839; Project Specification DOA 23-03 and Project No. OXR-150

#### **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, Contract Change Order No. 6 (Exhibit 1) in the amount of \$127,249 with Security Paving Company for the reconstruction of Taxiway F (renamed A) at Oxnard Airport, raising the total contract amount from \$19,463,590 to a Not to Exceed Total Amount of \$19,590,839.

#### **Fiscal Impacts:**

	FY 2024/25	FY	2025/26
Revenues (Federal - FAA)	\$ 0*	\$	0
(State - Caltrans)	0*		0
Direct Costs	\$ 127,249	\$	0
Net County Costs	\$ 127,249	\$	0

<sup>\*</sup> The change order work is not anticipated to be grant eligible.

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

Funding Sources: Airport Enterprise Fund

Match Requirement: None

AAC/OAA
Approval of Contract Change Order No. 6 - Oxnard Airport Taxiway F (A)
May 7, 2025
Page 2

#### **Discussion:**

On September 26, 2023, the Board awarded a construction contract to Security Paving Company (Contractor) for the reconstruction of Taxiway F, which was recently renamed Taxiway A to meet current Federal Aviation Administration 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.

On December 10, 2024, the Board authorized the Department of Airports to enter into Contract Change Order No. 4 to dispose of stockpiled excavated soil at Oxnard Airport from a prior phase of taxiway reconstruction. Change Order No. 4 in the not to exceed amount of \$1,000,000, was anticipated to cover all costs for the quantity of material estimated by our consultants to be stockpiled onsite. However, the actual change order cost was to be determined through the final tonnage loaded and hauled to each landfill as well as actual labor and equipment utilized. At the conclusion of the stockpile removal work, tonnage tickets exceeded our consultant's estimated quantities, resulting in our request now for Change Order No. 6, in the amount of \$127,249, which would pay for the additional quantities hauled and disposed of by the contractor.

Change Order No. 6 requests, in the amount of \$127,249, represents a .73% increase to the original contract price. Prior to this request, five prior Change Orders to the contract were executed in the amounts of \$173,284, \$120,605, \$774,691, \$1,000,000 and \$30,000 respectively. Contract Change Order No. 6 in the amount of \$127,249 will increase the current contract price from \$19,463,590 to a total amount of \$19,590,839, exceeding the Director of Airports authority. Therefore, we are asking the Board to approve Change Order No. 6.

This work is not anticipated to be grant eligible and will be an out-of-pocket expense which the Airport Enterprise Fund has sufficient revenue and appropriations to support.

#### Strategic Priority:

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

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 - Contract Change Order No. 6

AAC/OAA Approval of Contract Change Order No. 6 - Oxnard Airport Taxiway F (A) May 7, 2025 Page 3 Spec No.: **DOA 23-03** 

County of Ventura
Department of
Airports

Contracting Agency: COUNTY OF VENTURA

**CHANGE ORDER NO. 6** 

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

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

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 for the additional disposal costs for the soil stockpiles generated from Taxiways A1-A5 (previously Taxiways A-E) located to the east of Oxnard Airport across South Ventura Road. The disposal of the stockpiles consist of hauling the material to public landfills based on the appropriate soil characterization and stockpile delineation.

#### TOTAL ESTIMATED AMOUNT OF THIS CHANGE ORDER ....... \$ 127,248.15

	Projects Coordinator  Director of Airports	
hereby agrees, if this Chang otherwise be noted above, a	ge Order is approved, that he will provide all ec	e proposed, including its effect on other work, a quipment, furnish all materials, except as may k above specified, and will accept as full payme
ACCEPTED, CONTRACTO	OR: Security Paving Company	
	TITLE	DATE

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

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).

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. 6** 

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 \$ 127,248.15

AMOUNT:

**PREVIOUS CHANGES** 

ORDER AMOUNT (#1): \$ 173,284.00

ORDER AMOUNT (#2): \$ 120,605.00

ORDER AMOUNT (#3): \$ 774,690.60

ORDER AMOUNT (#4): \$ 1,000,000.00

ORDER AMOUNT (#5): \$ 30,000.00

**UPDATED CONTRACT** \$ 19,590,837.25

AMOUNT:

UPDATED FAA SHARE: \$ 16,355,025.99

UPDATED COUNTY SHARE: \$ 3,085,811.26



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372 Fax: (805) 388-4366

https://vcairports.org

May 7, 2025

Aviation Advisory Commission Camarillo Airport Authority Oxnard Airport Authority

**Subject**: Authorization for the Director of Airports or His Designee to Sign,

Adopt, and Implement Federal Aviation Administration-Required and Formatted Title VI Plans for Camarillo and Oxnard Airports and to

Make Periodic Updates as Required

#### **Recommendation:**

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

Authorize the Director of Airports, or his designee, to sign, adopt, and implement Federal Aviation Administration (FAA)-required and formatted Title VI plans for Camarillo and Oxnard Airports (Exhibits 1 and 2) and to make periodic updates to the plans as required.

#### **Fiscal Impacts:**

The fiscal impact of the development of the programs is \$56,194. However, the costs associated with implementation of the programs are unknown, though the impact is unlikely to be significant.

	<u> </u>	FY 2024-25		FY 2025-26	
Revenues	\$	0	\$	0	
Direct Costs	\$	56,194	\$	0*	
Net County Cost	\$	<u>56,194</u>	\$	0	

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

Funding Source: Airport Enterprise Fund

Match Requirement: None

AAC/CAA/OAA Approval of FAA Title VI Plans May 7, 2025 Page 2

#### **Discussion**:

As a recipient of federal funding which supports critical airport planning and infrastructure projects, the Department of Airports (Airports) is responsible for meeting grant assurances and developing and maintaining federally-required programs. A recent federal Department of Transportation Order 1000.12C, requires recipients of FAA Airport Improvement Program (AIP) and/or Bipartisan Infrastructure Law (BIL) grants to develop a Title VI program utilizing a FAA-specific format.

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, national origin, age, sex (including sexual orientation and gender identity), or creed by recipients of federal financial assistance. The County of Ventura currently complies with Title VI requirements in its policies, procedures and programs. However, the FAA specifically requires airports to utilize an FAA-specific template to demonstrate Camarillo and Oxnard Airports' compliance with Title VI. Airport staff utilized existing County policies and procedures in development of the plans to ensure consistency between programs.

The Airport utilized a consultant to develop the Title VI plans and associated materials at a cost of \$56,194 for both airports. However, costs to implement the program are not yet determined, as many of the procedures are already in place. There may be additional costs associated with training, material development (posters, handouts), website postings and language assistance services, but the expenses are unlikely to be significant.

To maintain our future grant eligibility and meet current grant assurances, staff requests the Board authorize the Director of Airports to adopt, sign and implement the FAA Title VI plans for Camarillo and Oxnard Airports.

#### **Strategic Priority:**

These annual contracts support the County's Strategic Priorities to promote fiscal responsibility, economic vitality, reliable infrastructure, and sustainability.

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 – Camarillo Airport Title VI Plan Exhibit 2 – Oxnard Airport Title VI Plan

#### DEPARTMENT OF TRANSPORTATION TITLE VI PROGRAM – 49 CFR PART 21



## CAMARILLO AIRPORT (CMA)

#### Prepared for

Ventura County Department of Airports

Camarillo, CA

#### Prepared by



June, 2025

#### Preface

Ventura County Department of Airports (**COUNTY AIRPORTS**) is the owner and operator of the Camarillo Airport (**CMA**). **COUNTY AIRPORTS** provides review, advisory, and decision-making capacity regarding airport operation and construction. In that capacity, **COUNTY AIRPORTS** has established a Title VI program for **CMA** in accordance with Code of Federal Regulations (CFR) of the U. S. Department of Transportation (DOT), 49 CFR Part 21. All reference to Subparts and Section numbers throughout the Title VI program are in accordance to the 49 CFR Part 21 regulations.

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#### **Attachments**

- 14 Population / Language Data
- 15 Completed Unlawful Discrimination Poster
- 16 CMA Complaint Form

# Camarillo Airport (CMA) Ventura County Department of Airports (County Airports) Title VI Plan

#### 1. Title VI Policy Statement<sup>1</sup>

COUNTY AIRPORTS assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex (including sexual orientation), creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, "Title VI and related requirements"), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

**COUNTY AIRPORTS** further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, pertinent to Title VI, whether those programs are federally funded or not. **COUNTY AIRPORTS** agrees, among other things, to understand the communities surrounding or in the flight path, as well as customers that use the airport. Anytime communities may be impacted by programs or activities **COUNTY AIRPORTS** will take action to involve them and the general public in the decision-making process.

**COUNTY AIRPORTS** requires nondiscrimination assurances, as prescribed by FAA, from each tenant, contractor, and concessionaire providing an activity, service, or facility at the airport. Assurances must be included in any related lease, contract, or franchise agreement between **COUNTY AIRPORTS** and each tenant, contractor, and concessionaire, as well as in any similar agreements with their own sub-tenants and sub-contractors.

Title VI Coordinator Dave Nafie, Deputy Director for Business & Development, available at 805/388-4201 and Dave.Nafie@ventura.org, is responsible for overseeing County Airports compliance with Title VI and the point of contact for all airport Title VI matters and related responsibilities, including those required by 49 CFR Part 21.

	June 3, 2025	
Signature	<b>Effective Date</b>	
Keith Freitas		
Ventura County Airports Director	<b>June 3, 2028</b>	
	3-Year Expiration Date	

<sup>&</sup>lt;sup>1</sup> This policy statement will be translated into languages other than English, upon request and based on patron and local language demographics.

#### 2. Administration

**Ventura County Board of Supervisors** has reviewed and adopted this Title VI Plan for **CMA**. This plan will be updated no less than once every 3 years. The plan will not be readopted following minor changes, such as updating the Airport Director or Coordinator's name. Significant revisions to our policies or federal guidelines may warrant re-adoption by **County Airports** and resubmittal to FAA.

In addition to the Coordinator and **County Airport's** leadership, the following people also assist with our Title VI program requirements:

Staff Supporting Title VI Program	COUNTY AIRPORTSProgram / Office
Erin Powers	Projects Administrator
Ana Castro	Administrative Officer
Sujin Beck	Projects Facilities Specialist
Madeline Herrle	Leasing Manager
Dave Nafie	Deputy Director Business & Development
Casey Pullman	Deputy Director Operations & Maintenance
Jannette Jauregui	Communications & Engagement Manager (PIO)

**COUNTY AIRPORTS** has the following airport program sub-recipients:

#### **Sub-Recipients**

None

As of the date of this plan, **COUNTY AIRPORTS** has the following pending applications for Federal financial assistance:

Federal Source	Grant Number	Amount
FAA AIP	3-06-0339-044-2024	\$1,830,218
FAA AIP	3-06-0339-TBD	\$42,393,160
FAA AIP	3-06-0339-TBD	\$1,931,897
FAA AIP	3-06-0339-TBD	\$30,300,169
FAA AIP	3-06-0339-TBD	\$197,029
FAA AIP	3-06-0339-TBD	\$197,029

In addition, sub-recipients have the following pending applications for Federal financial assistance (either directly from the FAA, or passed through the State DOT):

Federal Source	Grant Number	Amount
None		

Updated information for pending and awarded grant applications will be available through the following methods:

https://www.faa.gov/airports/aip/

#### 3. Grant and Procurement Assurances

49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b)

**COUNTY AIRPORTS** will complete standard grant assurances for Title VI and related requirements, in the form prescribed by FAA. See <a href="https://www.faa.gov/airports/aip/grant">https://www.faa.gov/airports/aip/grant</a> assurances/#current-assurances.

#### Clauses/Covenants

- a. All contracts, leases, deeds, licenses, permits, and other similar instruments, must contain the contractual requirements and clauses, in the form prescribed by FAA. See <a href="https://www.faa.gov/airports/aip/procurement/federal\_contract\_provisions/">https://www.faa.gov/airports/aip/procurement/federal\_contract\_provisions/</a>. Note that unlike many other clauses, Civil Rights clauses are required in all contracts. Note also special clauses that are required for certain types of contracts, such as land acquisition.
- b. **COUNTY AIRPORTS** requires, Civil Rights clauses to be included in solicitations and contracts for all subcontractors, subleases, and any other agreements.

#### **Description of Oversight Methods for Subcontracts**

Subcontract template must be used in all subcontracts related to the airport program. Subcontracts are audited to verify they include the template language, for not less than 10 percent of contractors each year.

#### 4. Title VI Coordinator Responsibilities

The Coordinator is responsible for ensuring that they and other staff supporting the Title VI are trained in Title VI requirements. Essential training topics include:

- Basic Title VI requirements
- Airport language assistance resources and practices
- Collecting and assessing demographic data
- Reporting Title VI complaints and other required FAA notifications.

See Training Section for more information for expected training for all staff.

Among other responsibilities, the Coordinator:

 Proactively ensures that the COUNTY AIRPORTS is in compliance with nondiscrimination requirements of Title VI and reports to COUNTY AIRPORTS leadership on the status of Title VI compliances.

- Responds promptly to requests by FAA for data and records and for the scheduling of compliance reviews and other FAA meetings to determine compliance with Title VI and related requirements.
- Receives discrimination complaints covered by Title VI and related requirements, and forwards them to the FAA, within 15 days of receipt, together with any actions taken to resolve the matter.
- Provides the FAA with updates regarding its response and status of early resolution efforts to complaints concerning Title VI and related requirements (49 CFR Part 21, Appendix C(b)(3)), including resolution efforts.
- Annually reviews the airport's Title VI plan and disseminates information throughout staff and the **County Airport's** leadership.
- Coordinates data collection to evaluate whether racial or ethnic groups are unequally benefited or impacted by airport programs. The data will be regularly assessed and readily available upon request (49 CFR § 21.9(b) & (c)). Data collection methods will include optional demographic questions in: airport customer satisfaction surveys, customer complaints, airport event sign-in sheets, and bids/proposals for airport contracts, and other methods described in the airport Community Participation Plan (CPP).
- Maintains demographic data for members of appointed planning and advisory bodies for the airport. Identifies any disparities compared to the community. Provides information to the membership selecting official/committee, particularly when vacancies occur.
- Maintains a copy of 49 CFR Part 21 for inspection by any person asking for it during normal working hours (49 CFR 21, Appendix C (b)(2)(i)).

See Notice, Compliance reviews, Audits, Lawsuits, and Other Investigations, and Complaints Sections of this Plan.

The Coordinator has requested and received access to the Title VI portion of the FAA Civil Rights Connect System (<a href="https://faa.civilrightsconnect.com/">https://faa.civilrightsconnect.com/</a>).

## 5. Notice 49 CFR Part 21 Appendix C(b)(2)(ii)

**COUNTY AIRPORTS** will conspicuously display the FAA-provided Unlawful Discrimination Poster in all public areas on airport property, including those with pedestrian activity. The Coordinator ensures that these posters are visible, accessible, <sup>2</sup> and maintained. The poster template is available at

<sup>&</sup>lt;sup>2</sup> For more information about website accessibility, please visit ADA.gov.

https://www.faa.gov/about/office\_org/headquarters\_offices/acr/com\_civ\_support/non\_disc\_pr/and a completed copy is attached. See Section 15 Appendix.

**COUNTY AIRPORTS** has posted the above Title VI policy statement at its staff offices.

**COUNTY AIRPORTS** will distribute this Title VI Plan among its employees and airport contractors, concessionaires, lessees, and tenants. On FAA acceptance, this plan will be sent via email notifying employees, contractors, concessionaires, lessees and tenants the plan is posted to **COUNTY AIRPORTS** website.

Posters are displayed in the terminal and other areas on airport property, including the following public locations:

Terminal/FBO/Concessions/ Other Locations	Quantity in Pre-Security Area	Quantity in Post-Security Area	Additional Quantities
Main Terminal Entrances	1		
Waypoint Cafe			1
Fixed Base Operators (FBO)			3

#### Outreach to Affected Communities

**COUNTY AIRPORTS** ensures notices for public meetings reach all segments of the impacted community. The Title VI coordinator will identify the effective media platforms to share announcement and notices. Announcements are made on the airport website. **COUNTY AIRPORTS Coordinator** contacts leaders and representatives in Affected Communities directly to confirm effective media platforms to reach all Affected Communities<sup>3</sup> and provide important feedback on translated materials. The office maintains records of all such notices and the efforts made to reach each of the Affected Communities.

FAA advises a Community Participation Program (**CPP**) is not required at this time. If later found to be required **COUNTY AIRPORTS** will create a detailed **CPP**. A copy of the plan will be available at in the Airport Administration Office and on the Airport website.

To ensure that the community is effectively informed of and able to participate in public hearings, **COUNTY AIRPORTS** includes public notices translated into appropriate languages, including for any language spoken by a significant number or proportion of the Affected Community population that has limited English proficiency (LEP). Such social media postings

<sup>&</sup>lt;sup>3</sup> We will not subject any persons to discrimination based on race, color, national origin, age, sex, or creed. The term "protected communities" is used within this Title VI Plan to highlight the requirements of Title VI, 49 U.S.C. § 47123, the Age Discrimination Act of 1975, and in some instances, includes low-income populations under Executive Order 12898.

and notices will include direction for obtaining an interpreter, free of charge, for public hearings. 28 CFR § 42.405(d). See Limited English Proficiency (LEP) Section.

#### **6. Community Statistics**

Title VI regulations require Federal grant recipients to know their community demographics. See 49 CFR § 21.9(b). By knowing this information, **COUNTY AIRPORTS** will be able to identify, understand, and engage with communities. In doing so, **COUNTY AIRPORTS** needs to know about communities eligible to be served, actually or potentially affected, benefited or burdened by **CMA's** airport program.

The Communities immediately surrounding the airport or in the flight path that could be impacted by the airport projects include the neighborhoods of Amli Spanish Hills, Lewis, Nyeland Acres, Crestview West, Springville, and Paseo Camarillo among others. All of these communities are included in the same zip code boundary which is 93010 therefore the demographic information in the following tables will utilize US Census data from ZCTA5 - 93010

Affected Communities <sup>4</sup>	Population
ZCTA5 - 93010	45,910

(Hereafter, the above communities will be referred to collectively as "the Affected Communities").

We have identified the following facts about the Affected Communities:

#### <u>Low Income Communities</u><sup>5</sup>.

A low-income area is an identifiable group of persons living in geographic proximity, whose median household income is at or below the Department of Health and Human Services poverty guidelines. Pursuant to Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," COUNTY AIRPORTSis collecting information about affected and potentially affected low-income communities. According to *U.S. Census Report*, *S1701: Poverty Status in the Past 12 Months*, the overall poverty level for ZCTA5 – 93010 is approximately 7.8 %. The poverty rate is lower compared with the rest of the state of California at 13.2%. The poverty rates for the specific Affected Communities are as follows:

<sup>&</sup>lt;sup>4</sup> "Affected communities" means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.

<sup>&</sup>lt;sup>5</sup> Low-income data must be collected to assist in our compliance with Environmental Justice requirements (not Title VI requirements). For example, this data will be utilized in our Community Participation Plan (CPP) to help ensure the meaningful involvement of low income communities in airport programs and activities.

Affected Communities	Poverty Rate
ZCTA5 - 93010	7.8%

#### Racial and Ethnic Communities.

Demographic data for race, color, and national origin was evaluated to identify racial and ethnic communities and populations in each Affected Community. The demographic composition by race, color, or national origin for the specific Affected Communities are as follows<sup>6</sup>:

Affected Community: ZCTA5 - 93010
Total Affected Community Population: 45,901

<b>Demographic Group within Affected Community</b>	Number of People in	Percent of Total	
	Minority Group	Affected Community	
		Population	
White Alone	30,353	66.1%	
Black or African American	1,374	3.0%	
American Indian and Alaska Native Alone	304	0.7%	
Asian Alone	3,586	7.8%	
Native Hawaiian or Other Pacific Islander	103	0.2%	
Hispanic or Latino	15,211	33.1%	
Some other Race	3,099	0.8%	
Two or More Races	7,082	5.0%	

#### Limited English Proficiency (LEP).

The goal of all language access planning and implementation is to ensure that **COUNTY AIRPORTS** communicates effectively with limited English proficient (LEP) individuals. Effective language access requires self-assessment and planning. The next table lists non-English languages<sup>7</sup> that are spoken in LEP households in the Affected Communities. The data source is *American Community Survey*.

<sup>&</sup>lt;sup>6</sup> Recommend using demographic groups from the U.S. Census.

<sup>&</sup>lt;sup>7</sup> Recommend using language groups from the U.S. Census, and using data for the "Speak English less than 'very well'" category for each language over the threshold.

The threshold we have used for identifying the languages with significant LEP populations is the DOT LEP Policy Guidance safe harbor threshold, which is 5% or 1,000, whichever is less. The safe harbor for our community is 1000 since the population of the area exceeds 20,000. Please refer to Section 14 at the end of this document to find data for all languages in our community.

Languages Spoken by LEP Population that Meet the Safe Harbor Threshold	Number	Margin of Error
Spanish*	7,346	+/-977

<sup>\*</sup>within margin of error

Frequency of contact with LEP individuals at the airport and airport-related activities (all languages):

Languages Spoken by LEP Persons	A few times a year (12 or less days a year)	Several times a month (13 to 51 days a year)	At least once a week (52 to 364 days a year)	Every day (365 days a year)
Spanish				X
Chinese (incl. Mandarin, Cantonese)				
German				
Korean				
Russian				
Scandinavian				
Vietnamese				
Tagalog				
African				

Additional languages spoken by significant numbers of LEP persons in the Affected Communities, local schools, emergency service providers, and others, include:

Additional Languages Spoken			
Chinese			
Tagalog			

<sup>&</sup>lt;sup>8</sup> See the DOT LEP Policy Guidance at <a href="https://www.federalregister.gov/d/05-23972/p-133">https://www.federalregister.gov/d/05-23972/p-133</a>. The safe harbor provisions apply to the translation of written documents only; however, it provides a consistent starting point for identifying significant LEP populations.

This information is updated annually through checking the following resources:

Data Sources for Languages Spoken in Affected Community	Website link to Data Source
<b>Data Sources for Languages Spoken in Affected</b>	Website link to Data Source
Community	
U.S. Census Bureau	https://data.census.gov/cedsci/table?q=B16001
	&tid=ACSDT1Y2019.B16001
Local public school data	https://www.camarilloschools.org/
Consultation with community centers	No websites currently maintained

#### Beneficiary Diversity.

Demographic information is collected from airport customers, attendees at community meetings, and businesses seeking opportunities at the airport, through voluntary disclosures.

#### **Description of Beneficiary Demographic Information Collection Methods**

- Airport Staff conducts biannual surveys of airport guests for customer satisfaction with airport concessions, restroom cleanliness, food offerings, and other elements and services. The survey includes a voluntary request for demographic information.
- Participants at small business workshops, pre-bid meetings, and other public meetings are asked to complete an anonymous survey that includes demographic information.
- Businesses that submit bids or offers are asked to complete an anonymous survey that includes demographic information.

#### Staff and Advisory Board Diversity.

Demographic information is collected from airport program employees and members of planning and advisory boards, through voluntary disclosures.

#### Description of Employee and Advisory Board Demographic Information Collection Methods

- Employees are asked to submit voluntary confidential demographic information at time of hiring.
- Every 3 years, the airport administration sends an email to all board members asking them to voluntarily and anonymously enter demographic information through an online survey.

<sup>&</sup>lt;sup>9</sup> Data should be kept up-to-date, but this plan does not need to be updated for incremental data changes during the Plan's 3-year period.

#### 7. Potential or Known Community Impacts

Projects or services receiving federal financial assistance have the potential to touch so many aspects of American life. Thus, in general, no **COUNTY AIRPORTS** activity must have a discriminatory disparate impact on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age. This means that policies or procedures that have a disparate impact would require a well-documented substantial legitimate nondiscriminatory justification, summarized below. Impacts to protected communities must be avoided or minimized to the extent possible. No project with a discriminatory impact on protected communities will be undertaken. <sup>10</sup>

The following airport facilities are already in use or under construction and expected to be in use within the next 3 years:

#### **Existing Airport Facilities**

## Affected Community Impacted by Operation of the Facility

Runway 8-26	Nyeland Acres, Amli Spanish Hills
Helipads	None
Apron Area	None
Central Terminal Area	None
Taxiways	None

The following airport facility projects (including all alternatives) are in construction or expected to be in construction within the next 3 years:

#### **Airport Facility Construction Projects**

## Affected Community Impacted by Construction of the Facility

Runway 8-26 Reconstruction Design	None
Runway 8-26 Reconstruction	None
Taxiway Connectors Reconstruction	None

We have analyzed the above existing facilities and facility construction projects for disparate impacts on the basis of race, color, or national origin (including LEP) in Affected Communities. The following have disparate impacts:

Facilities or Construction Projects with Disparate Impacts	Affected Community Impacted	Impact Can Be Eliminated?
None		

<sup>&</sup>lt;sup>10</sup> In order to carry out an alternative with a discriminatory impact, the COUNTY AIRPORTSmust demonstrate that there was a substantial legitimate justification for the decision. The sponsor must also show that alternatives with less discriminatory impacts were meaningfully considered and rejected for legitimate reasons.

#### **8. Limited English Proficiency (LEP)**

Executive Order 13166

In creating a Language Assistance Plan, the COUNTY AIRPORTSwill consider the volume, proportion, or frequency of contact with LEP persons in determining the appropriate language assistance to provide.

In Community Statistics section, we identified the following languages spoken by LEP persons in Affected Communities:

Language			
Spanish			

**COUNTY AIRPORTS**also collects data for languages spoken by airport guests. <sup>11</sup> Data sources include:

Data Sources for Languages Spoken by	Website link to Data
Airport Guests	Source
Airport Language Line usage data	www.languageline.com
Airline-provided data	N/A
Assumption from flight origin / destination	N/A
Assistance requests to airport information desks	N/A
TSA	N/A

Based on the above data, the following <u>additional</u> languages have been identified as likely to be spoken by LEP airport guests:

Language	
Chinese	
Tagalog German	
German	
Korean	
Russian	

The Title VI Coordinator will also actively engage with community educators, community groups, places of work, business groups, social groups, and the like to confirm that translation

<sup>&</sup>lt;sup>11</sup> We aim to provide appropriate language assistance services to every LEP person encountered. This includes instances when LEP statistical data for a particular language was not available beforehand, or the safe harbor threshold for written translation was not met.

and interpretation services are accurate and effective. Additionally, the Title VI Coordinator will inform leadership and staff of **COUNTY AIRPORTS** of the responsibility to provide language access. We have made the following plans to provide translation services free of charge to ensure that individuals with LEP have access to the benefits of the airport:

#### **Translation Services:**

- All written notices contain a statement in the identified languages, when appropriate, of how to receive translated written materials.
- The following vendors have been identified for written translations:

Translation Vendors	Languages
Language line, Inc	All above languages

• Information regarding translation services can be obtained at:

<b>Location for Translation Assistance</b>	Languages
Airport website request form	All above languages
Airport website translate view	Spanish
Language Line, Inc	All Above Langauges

#### **Interpretation Services:**

• The following vendors have been identified for interpretation services:

<b>Interpretation Vendors</b>	Languages
Language Line, Inc.	All above languages

• Information regarding interpretation services can be obtained at:

<b>Location for Interpretation</b>	Languages
<b>Assistance</b>	
Airport Language Assistance page	All above languages
Airport information desks	All above languages, using Language
_	Line, Inc.
Airport Administrative Office	All above languages, using Language
	Line, Inc.

#### **Description of Interpretation Assistance Processes**

Airport Staff maintains a list of multilingual employees, the languages they speak, and their associated office telephone numbers. The list indicates whether each employee is proficient to provide interpretation and/or translation services. The list is updated annually in the Public Information Handbook and provided to all airport employees. Generally, these employee volunteers are available to assist members of the public with verbal real-time

- interpretation, during normal business hours.
- The airport contracts with the Language Line, Inc. to provide on-demand telephone interpretation services to airport guests. When a request for an interpreter is received, the following process is used: Airport information desk staff use I-Speak cards to identify the language spoken by the airport guest. Staff contacts Language Line, Inc. and "parks" the request in the queue for the appropriate language. Language Line, Inc. operators will coordinate connect the requesting party to an interpreter for the duration of the call. The completed call is then logged in the Language Line Service binder. This log is kept for one year.

#### 9. Transportation

49 Part CFR 21 Appendix C (a)(1)(ix)

In the Community Statistics section of this plan, we identified Affected Communities and provided demographic and related data for the community populations. The minority and disadvantaged community areas located within the Affected Communities are identified below. Other minority and disadvantaged community areas that are near the airport but not within Affected Communities are also identified below.

We have coordinated with local transit authority to encourage them to provide transit service access between the airport and these areas.

The following chart identifies existing and planned transit services connecting the airport employment centers with the identified minority and disadvantaged community areas in the Flathead Region.

Minority and/or Disadvantaged Community Areas	Transit Service	Planned or Existing
Camarillo Area Transit	Fixed-route buses	Existing
DIAL-A-RIDE City of Camarillo	Paratransit vans	Existing

#### 10. Minority Businesses

49 CFR 21 Appendix C (a)(1)(x)

Bids for airport concessions and other business opportunities are solicited from area minority and woman-owned businesses through the following methods:

Airport Business Opportunity	Minority Business Outreach Methods
Custodial Services	Ventura County Outreach
Landscaping Services	Ventura County Outreach
Misc Building Improvements	Ventura County Outreach

Selections are in compliance with Title VI, Part 21, and related requirements. Information on the award process and documentation for specific bid decisions is kept with COUNTY AIRPORTS Administrative Office.

### 11. Training

New employee orientation incorporates Title VI training. Topics include:

- Title VI and related laws prohibit discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age
- Title VI complaints must be forwarded to the Coordinator
- Protections against retaliation for filing civil rights complaints or related actions
- Title VI notices must be displayed throughout the airport public facilities
- All contracts must include Title VI clauses
- Language interpretation and translation services
- Cultural and community relations sensitivity training
- Anti-harassment training

Refresher information will be provided annually.

#### 12. Compliance Reviews, Audits, Complaints, Lawsuits, and Other **Investigations**

FAA Notification. The Coordinator will notify FAA of any pending investigations and reviews, including:

- Compliance reviews or audits concerning civil rights requirements <sup>12</sup>
- Complaints, lawsuits, or other investigations alleging noncompliance with civil rights requirements<sup>13</sup>

As discussed in the Title VI Complaints Section, Title VI complaints must be forwarded to FAA contacts within 15 days of receipt. For all other civil rights investigations, COUNTY AIRPORTS must notify FAA contacts of any new investigations prior to grant execution.

At regular intervals, the Coordinator will provide FAA contacts with status updates for the investigations and reviews, until completed. For each existing investigation or review completed within 5 years of this plan, the Coordinator will also provide a statement about the outcome, unless previously provided.

13. Title VI Complaints
49 CFR 21.11; 49 CFR 21 Appendix C (b)(3); 28 CFR 42.406(d)

Scope. These procedures are for complaints of discrimination under Title VI and related laws (hereafter "Title VI Complaints." In order to be a Title VI Complaint, the complaint must:

- 1. Allege discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age or violations administrative requirements under Title VI or related laws.
- 2. Not only be for employment matters<sup>14</sup>
- 3. Allege misconduct by COUNTY AIRPORTS including airport employees, contractors, concessionaires, lessees, or tenants.
- 4. Concern an airport facility or actions by the COUNTY AIRPORTS including airport employees, contractors, concessionaires, lessees, or tenants.

<sup>&</sup>lt;sup>12</sup> Includes any Title VI, ADA, Sec. 504, Title VII/EEO, or other civil rights program compliance review or audit to be performed on the COUNTY AIRPORTS or any of its sub-recipients by any State, local or Federal agency.

<sup>&</sup>lt;sup>13</sup> Includes allegations of discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, whether because of actions of the COUNTY AIRPORTS itself, or its employees, contractors, or tenants. Includes noncompliance with related administrative requirements under civil rights laws.

<sup>&</sup>lt;sup>14</sup> Complaints of employment discrimination must be addressed as required by EEOC and other applicable authorities with jurisdiction over employment matters. If an COUNTY AIRPORTS employment activity is supported by FAA-provided financial assistance or it is alleged that the employment discrimination affects the broader airport program, complaints about that activity must also be reported to FAA.

<u>Rights.</u> Any person who believes that he or she has been subjected to discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age has the right to file a complaint with the **CMA**. Alternatively, they can file a formal complaint with an outside agency, such as the U.S. Departments of Justice or Transportation, or the Federal Aviation Administration (FAA), or seek other legal remedies.

<u>Receipt of Complaint</u>. The Coordinator will log in the complaint and promptly send copies of the complaint to Airport Administration Office.

Complaints must be filed within 180 days of the discriminatory event, must be in writing, and must be delivered to:

Ana Castro, Administrative Officer Ventura County Department of Airports Camarillo, CA 93010 805/388-4211 Ana.Castro@ventura.org

If a complaint is initially made by phone, it must be supplemented with a written complaint before 180 days after the discriminatory event has passed. If a verbal complaint is received, the complainant should be given a copy of the Airport Discrimination Complaint Procedures and instructed to submit a written complaint. Accommodation will be provided upon request to individuals unable to file a written complaint due to a disability.

<u>Initial Procedure.</u> The Coordinator may meet with the complainant to clarify the issues, obtain additional information, and determine if informal resolution might be possible in lieu of an investigation. If successfully resolved, the Coordinator will issue a closure letter to the complainant, record the disposition in the complaints log, and report the resolution to FAA.

#### **Discrimination Complaint Referral Procedure**

<u>Internal Complaint Referral</u>. All Title VI complaints must be promptly forwarded to the Coordinator within 3 business days.

<u>Initial FAA Notification</u>. A copy of each Title VI complaint will be forwarded to the FAA within 15 days of initial receipt (not the date that the Coordinator was notified). The Coordinator will forward a copy of the complaint and a statement describing all actions taken to resolve the matter, and the results thereof to the FAA Civil Rights staff. (Note: complaints based on disability do not have to be forwarded to FAA.) To transmit complaint information to the FAA, the Coordinator will upload the complaint to the FAA Civil Rights Connect System. The Coordinator will also seek technical assistance from FAA, as needed, throughout complaint intake, investigation and resolution process.

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#### **Investigation Procedure**

<u>Assignment of Investigator</u>. The Coordinator will immediately begin the investigation or designate an investigator.

<u>Cooperation with FAA</u>. The Coordinator will promptly investigate all Title VI complaints, including those referred by the FAA for investigation. If the FAA is investigating a complaint against **County Airports**, the Coordinator will avoid interfering with the FAA investigation, cooperate with the FAA when needed, and share factual information with the FAA.

<u>Prompt Investigation</u>. The Coordinator will make every effort to complete discrimination complaint investigations within 60 calendar days after the complaint is received. Some investigations may take longer with a justification for the delay and assurance that the investigation is being completed as quickly as possible.

<u>Contact with Complainant.</u> The Coordinator will meet with the complainant to clarify the issues and obtain additional information, and also speak with community members and potential witnesses, as appropriate.

<u>Investigation Report</u>. After completing the investigation, the Coordinator will prepare a written report.

<u>Consultation with Legal Counsel</u>. In each case, the Coordinator will consult with Legal Counsel regarding the investigation and the report. Airport Legal Counsel will ensure that the report is consistent with the DOT and FAA Title VI nondiscrimination requirements.

<u>Prompt Resolution of Disputes</u>. The Coordinator will emphasize voluntary compliance and quickly and fairly resolve disputes with complainants, or with contractors, tenants, or other persons, through alternate dispute resolution, negotiation, and/or mediation.

<u>Forwarding Report and Response to Complainant</u>. At the completion of the investigation, the complainant and respondent will receive a letter of findings and determination of the investigation and any applicable resolution. The letter transmitting the findings and any applicable resolution will state **County Airport**'s conclusion regarding whether unlawful discrimination occurred, and will describe the complainant's appeal rights. A summary of the investigation report, any appeal, or follow-up actions will be sent to the FAA via the FAA Civil Rights Connect System.

<u>Appeal Rights.</u> The complainant must be notified of their right to appeal the findings or determinations, and of the procedures and requirements for an appeal:

- The complainant may appeal in writing to the Ventura County Director of Airports.
- The written appeal must be received within 14 business days after receipt of the written decision.
- The written appeal must contain all arguments, evidence, and documents supporting the basis for the appeal.

• The **Director of Airports** will issue a final written decision in response to the appeal.

<u>Avoiding Future Discrimination</u>. In addition to taking action with respect to any specific instances of discrimination, the **County Airports** will identify and implement measures to reduce the chances of similar discrimination in the future.

<u>Intimidation and Retaliation Prohibited</u>. **County Airports** employees, contractors, and tenants will not intimidate or retaliate against a person who has filed a complaint alleging discrimination.

For information on filing a complaint with DOT/FAA, please contact **Title VI Coordinator**.

This complaint procedure is shared with the public through the following methods:

Website, In-person, and Other Distribution Methods

1 Airport website, Title VI page

## 14. Population / Language Data

## **Poverty Status in the Past 12 Months**



	CCIISMS
	Bureau
Note: The table shown ma	ay have been modified by user selections. Some information may be missing.
DATA NOTES	
TABLE ID:	S1701
SURVEY/PROGRAM:	American Community Survey
VINTAGE:	2023
DATASET:	ACSST5Y2023
PRODUCT:	ACS 5-Year Estimates Subject Tables
UNIVERSE:	None
MLA:	U.S. Census Bureau, U.S. Department of Commerce. "Poverty Status in the Past 12 Months." American Community Survey,
	ACS 5-Year Estimates Subject Tables, Table S1701, 2023,
FTP URI:	None
API URI :	https://api.census.gov/data/2023/acs/acs5/subject
USER SELECTIONS	
TABLES	S1701
GFOS	ZCTA5 93010
EXCLUDED COLUMNS	None
APPLIED FILTERS	None
APPLIED SORTS	None
PIVOT & GROUPING	
PIVOT COLUMNS	None
PIVOT MODE	Off
ROW GROUPS	None
VALUE COLUMNS	None
WEB ADDRESS	https://data.census.gov/table/ACSST5Y2023.S1701?q=S1701&g=860XX00US93010
TABLE NOTES	
	Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the
	decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the
	, ,
	Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the
	nation states counties cities and towns and estimates of housing units and the group quarters population for states and

Table: ACSST5Y2023.S1701

COLUMN NOTES	None
	computed because the median rans in the lowest interval of highest interval of an open-ended distribution. ••••• A margin
	be computed because there were an insufficient number of sample observations.*** The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.***** A margin
	median falls in the highest interval of an open-ended distribution (for example "250,000+").** The margin of error could no
	available.median- The median falls in the lowest interval of an open-ended distribution (for example "2,500-")median+ The
	number of sample cases in the selected geographic area. (X) The estimate or margin of error is not applicable or not
	larger than the median itself.N The estimate or margin of error cannot be displayed because there were an insufficient
	interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was
	observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest
	Explanation of Symbols:- The estimate could not be computed because there were an insufficient number of sample
	on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of
	Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based
	reflect changes to the social economic housing or demographic characteristics being compared. For more information, see Dollar amounts are adjusted to respective calendar years. For more information, see: Change to Income Deficit.
	Comparison Profiles, or in data users' own analysis, may be the result of these differences and thus might not necessarily
	methodological issues when comparing ACS data from different years. Statistically significant differences shown in ACS
	Users must consider potential differences in geographic boundaries, questionnaire content or coding, or other
	contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a
	estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds)
	error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the
	sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of
	Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from
	ACS data generally reflect the geographic boundaries of legal and statistical areas as of January 1 of the estimate year. For
	Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates
	American Community Survey website in the Methodology section.
	Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the
	(without estimates) can be found on the Technical Documentation section of the ACS website.
	including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells
	Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation

	ZCTA5 93010			
	Total		Below poverty I	evel
Label	Estimate	Margin of Error	Estimate	Margin of Error
Population for whom poverty status				
is determined	45,901	±1,555	3,349	±719
AGE				
Under 18 years	9,601	±807	902	±392
Under 5 years	2,801	±493	158	±116
5 to 17 years	6,800	±626	744	±377
Related children of				
householder under 18 years	9,529	±809	830	±390
18 to 64 years	26,526	±1,028	1,750	±381
18 to 34 years	10,251	±781	794	±229
35 to 64 years	16,275	±734	956	±259
60 years and over	12,811	±851	851	±251
65 years and over	9,774	±704	697	±232
SEX				
Male	22,795	±990	1,512	±359
Female	23,106	±963	1,837	±434
RACE AND HISPANIC OR LATINO				
ORIGIN				
White alone	30,353	±1,674	2,461	±577
Black or African American alone	1,374	±461	14	±25
American Indian and Alaska				
Native alone	304	±174	38	±35
Asian alone	3,586	±511	88	±71
Native Hawaiian and Other				
Pacific Islander alone	103	±75	0	±29
Some other race alone	3,099	±625	207	±162
Two or more races	7,082	±1,121	541	±342

	Percent below p	overty level
Label	Estimate	Margin of Error
Population for whom poverty status		
is determined	7.3%	±1.6
AGE		
Under 18 years	9.4%	±4.0
Under 5 years	5.6%	±4.1
5 to 17 years	10.9%	±5.2
Related children of		
householder under 18 years	8.7%	±4.0
18 to 64 years	6.6%	±1.4
18 to 34 years	7.7%	±2.1
35 to 64 years	5.9%	±1.6
60 years and over	6.6%	±1.9
65 years and over	7.1%	±2.3
SEX		
Male	6.6%	±1.5
Female	8.0%	±1.9
RACE AND HISPANIC OR LATINO		
ORIGIN		
White alone	8.1%	±1.9
Black or African American alone	1.0%	±1.8
American Indian and Alaska		
Native alone	12.5%	±10.8
Asian alone	2.5%	±2.0
Native Hawaiian and Other		
Pacific Islander alone	0.0%	±32.4
Some other race alone	6.7%	±5.2
Two or more races	7.6%	±4.8

	ZCTA5 93010			
	Total		Below poverty l	evel
Label	Estimate	Margin of Error	Estimate	Margin of Error
Hispanic or Latino origin (of any				
race)	15,211	±1,296	1,486	±547
White alone, not Hispanic or				
Latino	23,433	±1,300	1,620	±427
EDUCATIONAL ATTAINMENT				
Population 25 years and over	32,516	±1,220	2,138	±447
Less than high school graduate	2,198	±374	270	±134
High school graduate (includes				
equivalency)	5,893	±602	606	±215
Some college, associate's				
degree	11,231	±857	723	±229
Bachelor's degree or higher	13,194	±882	539	±176
EMPLOYMENT STATUS				
Civilian labor force 16 years and				
over	22,251	±1,011	981	±291
Employed	21,189	±1,061	803	±256
Male	11,337	±731	381	±149
Female	9,852	±626	422	±170
Unemployed	1,062	±321	178	±124
Male	625	±233	159	±120
Female	437	±204	19	±26
WORK EXPERIENCE				
Population 16 years and over	37,418	±1,293	2,564	±510
Worked full-time, year-round in				
the past 12 months	15,901	±978	182	±109
Worked part-time or part-year				
in the past 12 months	8,148	±650	822	±239

	Percent below poverty level		
Label	Estimate	Margin of Error	
Hispanic or Latino origin (of any			
race)	9.8%	±3.5	
White alone, not Hispanic or			
Latino	6.9%	±1.8	
EDUCATIONAL ATTAINMENT			
Population 25 years and over	6.6%	±1.4	
Less than high school graduate	12.3%	±5.8	
High school graduate (includes	10.20/		
equivalency)	10.3%	±3.4	
Some college, associate's	G 40/		
degree	6.4%	±2.0	
Bachelor's degree or higher	4.1%	±1.4	
EMPLOYMENT STATUS			
Civilian labor force 16 years and			
over	4.4%	±1.3	
Employed	3.8%	±1.2	
Male	3.4%	±1.3	
Female	4.3%	±1.7	
Unemployed	16.8%	±9.9	
Male	25.4%	±15.5	
Female	4.3%	±6.7	
WORK EXPERIENCE			
Population 16 years and over	6.9%	±1.4	
Worked full-time, year-round in			
the past 12 months	1.1%	±0.7	
Worked part-time or part-year			
in the past 12 months	10.1%	±2.8	

	ZCTA5 93010			
	Total		Below poverty I	evel
Label	Estimate	Margin of Error	Estimate	Margin of Error
Did not work	13,369	±756	1,560	±358
ALL INDIVIDUALS WITH INCOME BELOW THE FOLLOWING POVERTY RATIOS				
50 percent of poverty level	1,181	±333	(X)	(X)
125 percent of poverty level	3,806	±765	(X)	(X)
150 percent of poverty level	5,245	±843	(X)	(X)
185 percent of poverty level	7,538	±1,084	(X)	(X)
200 percent of poverty level	8,718	±1,227	(X)	(X)
300 percent of poverty level	13,593	±1,391	(X)	(X)
400 percent of poverty level	20,353	±1,614	(X)	(X)
500 percent of poverty level	27,083	±1,801	(X)	(X)
UNRELATED INDIVIDUALS FOR WHOM POVERTY STATUS IS				
DETERMINED	7,520	±695	1,409	±338
Male	3,521	±454	567	±189
Female	3,999	±432	842	±255
15 years	16	±25	16	±25
16 to 17 years	56	±36	56	±36
18 to 24 years	335	±159	176	±109
25 to 34 years	1,677	±369	222	±107
35 to 44 years	819	±256	39	±44
45 to 54 years	736	±214	146	±92
55 to 64 years	1,006	±239	277	±136
65 to 74 years	1,194	±260	212	±122
75 years and over	1,681	±270	265	±136
Mean income deficit for unrelated individuals (dollars)	8,827	±1,081	(X)	(X)

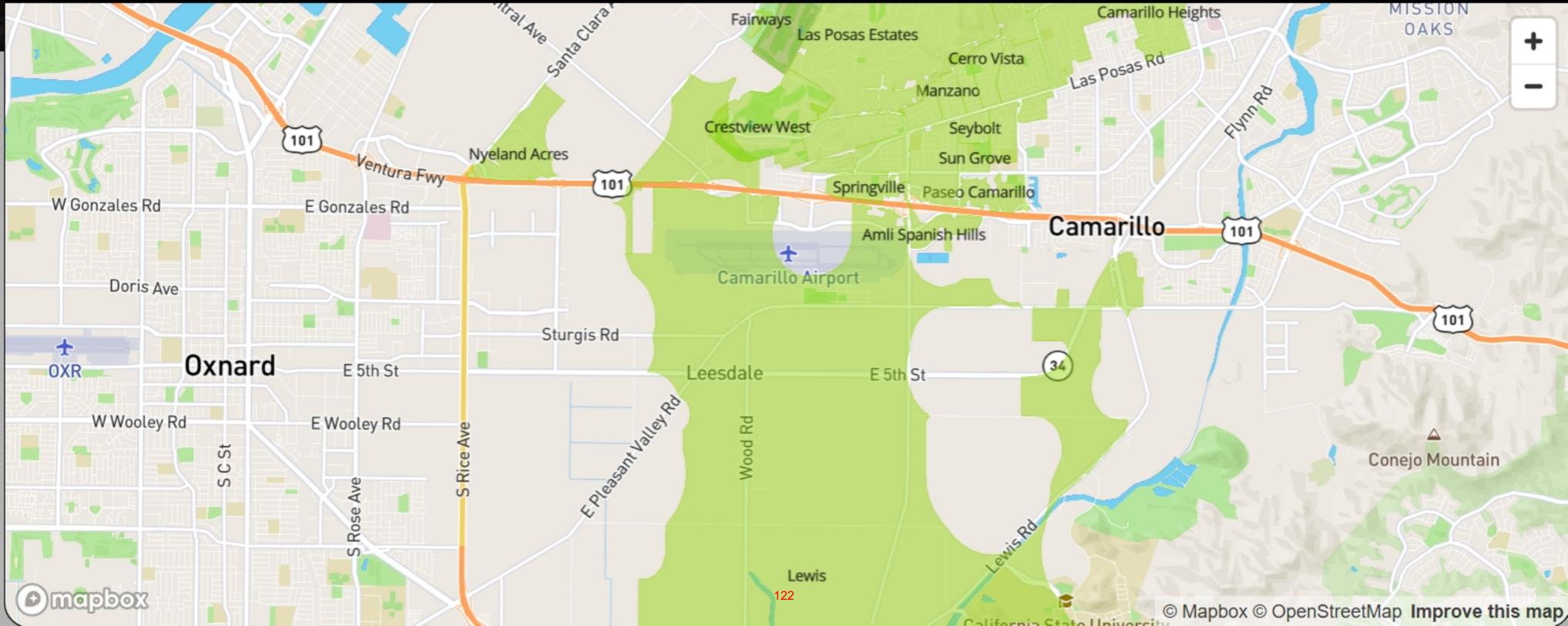
	Percent below poverty level		
Label	Estimate	Margin of Error	
Did not work	11.7%	±2.6	
ALL INDIVIDUALS WITH INCOME			
BELOW THE FOLLOWING POVERTY			
RATIOS			
50 percent of poverty level	(X)	(X)	
125 percent of poverty level	(X)	(X)	
150 percent of poverty level	(X)	(X)	
185 percent of poverty level	(X)	(X)	
200 percent of poverty level	(X)	(X)	
300 percent of poverty level	(X)	(X)	
400 percent of poverty level	(X)	(X)	
500 percent of poverty level	(X)	(X)	
UNRELATED INDIVIDUALS FOR			
WHOM POVERTY STATUS IS			
DETERMINED	18.7%	±3.8	
Male	16.1%	±5.0	
Female	21.1%	±5.5	
15 years	100.0%	±84.8	
16 to 17 years	100.0%	±45.3	
18 to 24 years	52.5%	±22.8	
25 to 34 years	13.2%	±6.4	
35 to 44 years	4.8%	±5.3	
45 to 54 years	19.8%	±11.1	
55 to 64 years	27.5%	±10.2	
65 to 74 years	17.8%	±8.4	
75 years and over	15.8%	±7.0	
Mean income deficit for unrelated			
individuals (dollars)	(X)	(X)	

Table: ACSST5Y2023.S1701

	ZCTA5 93010			
	Total		Below poverty	level
Label	Estimate	Margin of Error	Estimate	Margin of Error
Worked full-time, year-round in				
the past 12 months	2,808	±423	36	±42
Worked less than full-time, year-				
round in the past 12 months	1,526	±243	412	±127
Did not work	3,186	±463	961	±288
Population in housing units for				
whom poverty status is				
determined	45,619	±1,559	3,226	±719

Table: ACSST5Y2023.S1701

	Percent below	poverty level
Label	Estimate	Margin of Error
Worked full-time, year-round in		
the past 12 months	1.3%	±1.5
Worked less than full-time, year-		
round in the past 12 months	27.0%	±7.5
Did not work	30.2%	±6.7
Population in housing units for		
whom poverty status is		
determined	7.1%	±1.6



## LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER



Note: The table shown may have been modified by user selections. Some information may be missing.  DATA NOTES TABLE ID: B16001 SURVEY/PROGRAM: American Community Survey VINTAGE: 2015 DATASET: ACSDTSY2015 PRODUCT: ACS 5-Year Estimates Detailed Tables UNIVERSE: Ponulation 5 years and over MLA: U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015, FTP URL: https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/ API URL: https://ani.census.gov/data/2015/acs/acs5  USER SELECTIONS TABLES B16001 GFOS  FXCLUDED COLUMNS None	
TABLE ID: B16001 SURVEY/PROGRAM: American Community Survey VINTAGE: 2015 DATASET: ACSDTSY2015 PRODUCT: ACS 5-Year Estimates Detailed Tables IINIVERSE: Ponulation 5 years and over MLA: U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015, FTP URL: https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/ APILIRI: https://api.census.gov/data/2015/acs/acs5  USER SELECTIONS TABLES B16001 GFOS 7CTA5 93010	
TABLE ID: SURVEY/PROGRAM: American Community Survey VINTAGF: 2015  DATASET: PRODUCT: ACS 5-Year Estimates Detailed Tables IINIVERSE: Ponulation 5 years and over U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015, FTP URL: https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/ APILIRI: https://ani.census.gov/data/2015/acs/acs5  USER SELECTIONS TABLES B16001 GFOS 7CTA5 93010	
SURVEY/PROGRAM:  American Community Survey  VINTAGF: 2015  DATASET: ACSDTSY2015  PRODUCT: ACS 5-Year Estimates Detailed Tables  U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5  OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015,  FTP URL: https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/  APILIRI: https://ani.census.gov/data/2015/acs/acs5  USER SELECTIONS  TABLES  B16001  GFOS  7CTA5 93010	
VINTAGF: DATASFT: ACSDT5Y2015 PRODUCT: ACS 5-Year Estimates Detailed Tables UNIVERSF: Population 5 years and over MLA: U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015,  FTP URL: https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/  API URI: https://ani.census.gov/data/2015/acs/acs5  USER SELECTIONS TABLES B16001 GFOS 7CTA5 93010	
DATASET: PRODUCT: ACS 5-Year Estimates Detailed Tables UNIVERSE: Population 5 years and over MLA: U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015,  FTP URL: https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/  API URI: https://ani.census.gov/data/2015/acs/acs5  USER SFLECTIONS TABLES B16001 GFOS 7CTAS 93010	
PRODUCT: UNIVERSE: Population 5 years and over U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015,  https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/  API URI: https://api.census.gov/data/2015/acs/acs5  USER SFLECTIONS TABLES B16001 GFOS 7CTA5 93010	
UNIVERSE:  MLA:  Dover:  MLA:  U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5  OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015,  https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/  API URI:  https://api.census.gov/data/2015/acs/acs5  USER SELECTIONS  TABI FS  GFOS  7CTA5 93010	
MLA:  U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015,  FTP URL:  https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/  API URI:  https://ani.census.gov/data/2015/acs/acs5  USER SELECTIONS TABI FS GFOS  B16001 7CTA5 93010	
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API URI: https://api.census.gov/data/2015/acs/acs5  USER SELECTIONS TABLES GFOS B16001 7CTA5 93010	
USER SELECTIONS         B16001           TABLES         B16001           GFOS         7CTA5 93010	
TABLES B16001 GFOS 7CTA5 93010	
GFOS 7CTA5 93010	
EXCLUDED COLUMNS None	
APPLIED FILTERS None	
APPLIED SORTS None	
PIVOT & GROUPING	
PIVOT COLUMNS None	
PIVOT MODE Off	
ROW GROUPS None	
VALUE COLUMNS None	
WEB ADDRESS https://data.census.gov/table/ACSDT5Y2015.B16001?q=B16001&g=860XX00US93010	
TABLE NOTES	

Table: ACSDT5Y2015.B16001

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.
Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.  Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.
Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau''s Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.  Explanation of Symbols: * An "**" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not
* An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
* An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.  * An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.
* An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.  * An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
* An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.  Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based
on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of

Table: ACSDT5Y2015.B16001

	While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and
	Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and
	boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective
	Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of
	these changes when using multi-year data containing data from 2013. For more information, see: Language User Note.
	Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds)
	contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a
	Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates
COLUMN NOTES	None

	ZCTA5 93010	
Label	Estimate	Margin of Error
Total:	41,459	±959
Speak only English	31,193	±1,098
Spanish or Spanish Creole:	7,346	±977
Speak English "very well"	4,500	±577
Speak English less than "very		
well"	2,846	±643
French (incl. Patois, Cajun):	120	±68
Speak English "very well"	69	±46
Speak English less than "very		
well"	51	±48
French Creole:	1	±3
Speak English "very well"	1	±3
Speak English less than "very		
well"	0	±25
Italian:	22	±33
Speak English "very well"	16	±23
Speak English less than "very		
well"	6	±11
Portuguese or Portuguese Creole:	58	±80
Speak English "very well"	42	±55
Speak English less than "very		
well"	16	±25
German:	288	±144
Speak English "very well"	243	±122
Speak English less than "very		
well"	45	±42
Yiddish:	18	±22
Speak English "very well"	18	±22

	ZCTA5 93010	
Label	Estimate	Margin of Error
Speak English less than "very		
well"	0	±25
Other West Germanic languages:	53	±41
Speak English "very well"	47	±40
Speak English less than "very		
well"	6	±9
Scandinavian languages:	56	±54
Speak English "very well"	11	±17
Speak English less than "very		
well"	45	±44
Greek:	23	±28
Speak English "very well"	23	±28
Speak English less than "very		
well"	0	±25
Russian:	114	±93
Speak English "very well"	62	±60
Speak English less than "very		
well"	52	±49
Polish:	34	±37
Speak English "very well"	34	±37
Speak English less than "very		
well"	0	±25
Serbo-Croatian:	10	±15
Speak English "very well"	10	±15
Speak English less than "very		
well"	0	±25
Other Slavic languages:	5	±7
Speak English "very well"	5	±7
Speak English less than "very		
well"	0	±25

	ZCTA5 93010	
Label	Estimate	Margin of Error
Armenian:	96	±136
Speak English "very well"	96	±136
Speak English less than "very well"	0	±25
Persian:	101	±96
Speak English "very well"	49	±49
Speak English less than "very well"	52	±53
Gujarati:	26	±30
Speak English "very well"	21	±27
Speak English less than "very well"	5	±9
Hindi:	32	±47
Speak English "very well"	32	±47
Speak English less than "very well"	0	±25
Urdu:	0	±25
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
Other Indic languages:	0	±25
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
Other Indo-European languages:	6	±11
Speak English "very well"	6	±11
Speak English less than "very		
well"	0	±25
Chinese:	640	±230
Speak English "very well"	393	±150

	ZCTA5 93010	
Label	Estimate	Margin of Error
Speak English less than "very		
well"	247	±107
Japanese:	147	±69
Speak English "very well"	74	±42
Speak English less than "very		
well"	73	±43
Korean:	161	±164
Speak English "very well"	104	±123
Speak English less than "very		
well"	57	±48
Mon-Khmer, Cambodian:	25	±33
Speak English "very well"	25	±33
Speak English less than "very		
well"	0	±25
Hmong:	0	±25
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
Thai:	54	±46
Speak English "very well"	18	±24
Speak English less than "very		
well"	36	±42
Laotian:	0	±25
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
Vietnamese:	89	±66
Speak English "very well"	15	±17
Speak English less than "very		
well"	74	±55

	ZCTA5 93010	
Label	Estimate	Margin of Error
Other Asian languages:	91	±77
Speak English "very well"	82	±74
Speak English less than "very		
well"	9	±13
Tagalog:	520	±222
Speak English "very well"	385	±199
Speak English less than "very		
well"	135	±79
Other Pacific Island languages:	63	±48
Speak English "very well"	40	±39
Speak English less than "very		
well"	23	±30
Navajo:	0	±25
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
Other Native North American		
languages:	0	±25
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
Hungarian:	0	±25
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
Arabic:	50	±57
Speak English "very well"	32	±34
Speak English less than "very		
well"	18	±26
Hebrew:	0	±25

Table: ACSDT5Y2015.B16001

	ZCTA5 93010	
Label	Estimate	Margin of Error
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
African languages:	0	±25
Speak English "very well"	0	±25
Speak English less than "very		
well"	0	±25
Other and unspecified languages:	17	±17
Speak English "very well"	14	±16
Speak English less than "very		
well"	3	±6

## 15. Completed Unlawful Discrimination Poster

#### **Unlawful Discrimination**

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or disability in public services and employment opportunities. Allegations of discrimination should be promptly reported to the Airport Manager or:

Federal Aviation Administration Office of Civil Rights, ACR-1 800 Independence Avenue, S.W. Washington, D.C. 20591

Federal regulations on unlawful discrimination are available for review in the Airport Manager's Office.

Coordinator: Phone: Address:

#### **Discriminacion Ilegal**

Se prohibe a los operadores de aeropuertos y a sus arrendatarios, inquilinos, concesionarios y contratistas discriminar contra cualquier persona por motivo de raza, color, nacionalidad de origen, sexo, creencias religiosas, impedimento fisico o discapacidad en lo que respecta a servicios públicos y oportunidades de empleo. Las alegaciones de discriminación deberán ser dirigidas inmediatamente al Administrador del Aeropuerto o a:

Federal Aviation Administration Office of Civil Rights, ACR-1 800 Independence Avenue, S.W. Washington, D.C. 20591

Los reglamentos sobre discriminación ilegal están a la disposición de los interesados para su examen en la oficina del Administrador del Aeropuerto.

Coordinador: Teléfono: Dirección:



U.S. Department of Transportation

**Federal Aviation Administration** 

## 16. Title VI Complaint Form



#### **TITLE VI Complaint Form**

Camarillo Airport (CMA) assures that no person shall on the grounds of race, color, national origin, sex, creed, or age as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), and the Section 520 of the Airport and Airway Improvement Act of 1982 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

Complainant's Name:		
Address:	City:	
State:	Zip Code:	
Telephone:	Email:	
*Preferred method of how to	o contact you.	
Who is responsible for the discrir	minatory action(s):	
Name of Organization:		
Name of Individual (if known): _		
Location of Discrimination:		
What is the discrimination base Race Color Sex Creed National Origin		
Age	135	

Date of the alleged discrimination:_	Time:	
Describe the alleged discrimination. Explain what happened and whom you believe was responsible (additional sheets of paper may be attached to this form).		
,	<u> </u>	
List names and contact information	of persons who may have knowledge of the alleged discrimination.	
List hames and contact information	or persons who may have knowledge of the alleged discrimination.	
What remedy are you seeking?		
That remedy are you seeking.		

Have you filed this complaint with any other Federal, State or local agency? If so, whom.	
materials or other supporting information that yo	ccepted if it has not been signed. You may attach any written ou think is relevant to your complaint. Please submit the le but no more than 180 days after the alleged occurrence.
Signature	Date
The Title VI Complaint form may be submitted	ed directly to the following agencies:
Title VI Coordinator – Dave Nafie, Deputy Dire Ventura County Department of Airports	ector of Business & Development

\*Within 15 days of receiving the completed form the Title VI Coordinator is required to submit the form to:

Federal Aviation Administration Office of Civil Rights

via

FAA.CivilRightsConnect.com

555 Airport Way, Suite B Camarillo, CA 93010 805/ 388-4201

Dave.Nafie@ventura.org

#### DEPARTMENT OF TRANSPORTATION TITLE VI PROGRAM – 49 CFR PART 21



## OXNARD AIRPORT (OXR)

#### Prepared for

Ventura County Department of Airports
Oxnard, CA

#### Prepared by



June, 2025

#### Preface

Ventura County Department of Airports (COUNTY AIRPORTS) is the owner and operator of the Oxnard Airport (OXR). COUNTY AIRPORTS provides review, advisory, and decision-making capacity regarding airport operation and construction. In that capacity, COUNTY AIRPORTS has established a Title VI program for OXR in accordance with Code of Federal Regulations (CFR) of the U. S. Department of Transportation (DOT), 49 CFR Part 21. All reference to Subparts and Section numbers throughout the Title VI program are in accordance to the 49 CFR Part 21 regulations.

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# Oxnard Airport (COUNTY AIRPORTS) Ventura County Department of Airports (County Airports) Title VI Plan

#### 1. Title VI Policy Statement<sup>1</sup>

COUNTY AIRPORTS assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, "Title VI and related requirements"), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

**COUNTY AIRPORTS** further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, pertinent to Title VI, whether those programs are federally funded or not. The **COUNTY AIRPORTS** agrees, among other things, to understand the communities surrounding or in the flight path, as well as customers that use the airport. Anytime communities may be impacted by programs or activities **COUNTY AIRPORTS** will take action to involve them and the general public in the decision-making process.

**COUNTY AIRPORTS** requires nondiscrimination assurances, as prescribed by FAA, from each tenant, contractor, and concessionaire providing an activity, service, or facility at the airport. Assurances must be included in any related lease, contract, or franchise agreement between **COUNTY AIRPORTS** and each tenant, contractor, and concessionaire, as well as in any similar agreements with their own sub-tenants and sub-contractors.

Title VI Coordinator Dave Nafie, Deputy Director Business & Development, available at 805/388-4201 and Dave.Nafie@ventura.org, is responsible for overseeing COUNTY AIRPORTS's compliance with Title VI and the point of contact for all airport Title VI matters and related responsibilities, including those required by 49 CFR Part 21.

Signature

Keith Freitas

Ventura County Airports Director

June 3, 2025

Effective Date

June 3, 2028

3-Year Expiration Date

<sup>&</sup>lt;sup>1</sup> This policy statement will be translated into languages other than English, upon request and based on patron and local language demographics.

#### 2. Administration

**Ventura County Board of Supervisors** has reviewed and adopted this Title VI Plan for **County Airports**. This plan will be updated no less than once every 3 years. The plan will not be re-adopted following minor changes, such as updating the Airport Director or Coordinator's name. Significant revisions to our policies or federal guidelines may warrant re-adoption by **County Airports** and resubmittal to FAA.

In addition to the Coordinator and **COUNTY AIRPORTS's** leadership, the following people also assist with our Title VI program requirements:

Staff Supporting Title VI Program	COUNTY AIRPORTS Program / Office
Erin Powers	Projects Administrator
Ana Castro	Administrative Officer
Sujin Beck	Projects Facilities Specialist
Madeline Herrle	Leasing Manager
Dave Nafie	Deputy Director Business & Development
Casey Pullman	Deputy Director Operations & Maintenance
Jannette Jauregui	Communications & Engagement Manager (PIO)

**COUNTY AIRPORTS** has the following airport program sub-recipients:

#### **Sub-Recipients**

None

As of the date of this plan, **COUNTY AIRPORTS** has the following pending applications for Federal financial assistance:

Federal Source	Grant Number	Amount
FAA AIP	3-06-0179-044-2023	\$13,973,234
FAA AIP	3-06-0179-TBD	\$5,746,722
FAA AIP	3-06-0179-TBD	\$516,562
FAA AIP	3-06-0179-TBD	\$475,000
FAA AIP	3-06-0179-TBD	\$3,443,750
FAA AIP	3-06-0179-TBD	\$2,470,000

In addition, sub-recipients have the following pending applications for Federal financial assistance (either directly from the FAA, or passed through the State DOT):

Federal Source	Grant Number	Amount
None		

Updated information for pending and awarded grant applications will be available through the following methods:

https://www.faa.gov/airports/aip/

#### 3. Grant and Procurement Assurances

49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b)

**COUNTY AIRPORTS** will complete standard grant assurances for Title VI and related requirements, in the form prescribed by FAA. See <a href="https://www.faa.gov/airports/aip/grant">https://www.faa.gov/airports/aip/grant</a> assurances/#current-assurances.

#### Clauses/Covenants

- a. All contracts, leases, deeds, licenses, permits, and other similar instruments, must contain the contractual requirements and clauses, in the form prescribed by FAA. See <a href="https://www.faa.gov/airports/aip/procurement/federal\_contract\_provisions/">https://www.faa.gov/airports/aip/procurement/federal\_contract\_provisions/</a>. Note that unlike many other clauses, Civil Rights clauses are required in all contracts. Note also special clauses that are required for certain types of contracts, such as land acquisition.
- b. **COUNTY AIRPORTS** requires, Civil Rights clauses to be included in solicitations and contracts for all subcontractors, subleases, and any other agreements.

#### **Description of Oversight Methods for Subcontracts**

Subcontract template must be used in all subcontracts related to the airport program. Subcontracts are audited to verify they include the template language, for not less than 10 percent of contractors each year.

#### 4. Title VI Coordinator Responsibilities

The Coordinator is responsible for ensuring that they and other staff supporting the Title VI are trained in Title VI requirements. Essential training topics include:

- Basic Title VI requirements
- Airport language assistance resources and practices
- Collecting and assessing demographic data
- Reporting Title VI complaints and other required FAA notifications.

See Training Section for more information for expected training for all staff.

Among other responsibilities, the Coordinator:

 Proactively ensures that the COUNTY AIRPORTS is in compliance with nondiscrimination requirements of Title VI and reports to COUNTY AIRPORTS leadership on the status of Title VI compliances.

- Responds promptly to requests by FAA for data and records and for the scheduling of compliance reviews and other FAA meetings to determine compliance with Title VI and related requirements.
- Receives discrimination complaints covered by Title VI and related requirements, and forwards them to the FAA, within 15 days of receipt, together with any actions taken to resolve the matter.
- Provides the FAA with updates regarding its response and status of early resolution efforts to complaints concerning Title VI and related requirements (49 CFR Part 21, Appendix C(b)(3)), including resolution efforts.
- Annually reviews the airport's Title VI plan and disseminates information throughout staff and the COUNTY AIRPORTS's leadership.
- Coordinates data collection to evaluate whether racial or ethnic groups are unequally benefited or impacted by airport programs. The data will be regularly assessed and readily available upon request (49 CFR § 21.9(b) & (c)). Data collection methods will include optional demographic questions in: airport customer satisfaction surveys, customer complaints, airport event sign-in sheets, and bids/proposals for airport contracts, and other methods described in the airport Community Participation Plan (CPP).
- Maintains demographic data for members of appointed planning and advisory bodies for the airport. Identifies any disparities compared to the community. Provides information to the membership selecting official/committee, particularly when vacancies occur.
- Maintains a copy of 49 CFR Part 21 for inspection by any person asking for it during normal working hours (49 CFR 21, Appendix C (b)(2)(i)).

See Notice, Compliance reviews, Audits, Lawsuits, and Other Investigations, and Complaints Sections of this Plan.

The Coordinator has requested and received access to the Title VI portion of the FAA Civil Rights Connect System (<a href="https://faa.civilrightsconnect.com/">https://faa.civilrightsconnect.com/</a>).

## 5. Notice 49 CFR Part 21 Appendix C(b)(2)(ii)

**COUNTY AIRPORTS** will conspicuously display the FAA-provided Unlawful Discrimination Poster in all public areas on airport property, including those with pedestrian activity. The Coordinator ensures that these posters are visible, accessible, <sup>2</sup> and maintained. The poster template is available at

<sup>&</sup>lt;sup>2</sup> For more information about website accessibility, please visit ADA.gov.

https://www.faa.gov/about/office\_org/headquarters\_offices/acr/com\_civ\_support/non\_disc\_pr/and a completed copy is attached. See Section 15 Appendix.

**COUNTY AIRPORTS** has posted the above Title VI policy statement at its staff offices.

**COUNTY AIRPORTS** will distribute this Title VI Plan among its employees and airport contractors, concessionaires, lessees, and tenants. On FAA acceptance, this plan will be sent via email notifying employees, contractors, concessionaires, lessees and tenants the plan is posted to COUNTY AIRPORTS website.

Posters are displayed in the terminal and other areas on airport property, including the following public locations:

Terminal/FBO/Concessions/ Other Locations	Quantity in Pre-Security Area	Quantity in Post-Security Area	Additional Quantities
Main Terminal Entrances	3		
Fixed Base Operators (FBO)			2

#### Outreach to Affected Communities

**COUNTY AIRPORTS** ensures notices for public meetings reach all segments of the impacted community. The Title VI coordinator will identify the effective media platforms to share announcement and notices. Announcements are made on the airport website. **COUNTY AIRPORTS Coordinator** contacts leaders and representatives in Affected Communities directly to confirm effective media platforms to reach all Affected Communities<sup>3</sup> and provide important feedback on translated materials. The office maintains records of all such notices and the efforts made to reach each of the Affected Communities.

FAA advises a Community Participation Program (CPP) is not required at this time. If later found to be required COUNTY AIRPORTS will create a detailed CPP. A copy of the plan will be available at in the Airport Administration Office and on the Airport website.

To ensure that the community is effectively informed of and able to participate in public hearings, **COUNTY AIRPORTS** includes public notices translated into appropriate languages, including for any language spoken by a significant number or proportion of the Affected Community population that has limited English proficiency (LEP). Such social media postings and notices will include direction for obtaining an interpreter, free of charge, for public hearings.

<sup>&</sup>lt;sup>3</sup> We will not subject any persons to discrimination based on race, color, national origin, age, sex, or creed. The term "protected communities" is used within this Title VI Plan to highlight the requirements of Title VI, 49 U.S.C. § 47123, the Age Discrimination Act of 1975, and in some instances, includes low-income populations under Executive Order 12898.

#### **6. Community Statistics**

Title VI regulations require Federal grant recipients to know their community demographics. See 49 CFR § 21.9(b). By knowing this information, **COUNTY AIRPORTS** will be able to identify, understand, and engage with communities. In doing so, **COUNTY AIRPORTS** needs to know about communities eligible to be served, actually or potentially affected, benefited or burdened by **COUNTY AIRPORTS's** airport program.

The Communities immediately surrounding the airport or in the flight path that could be impacted by the airport projects include the neighborhoods of Fremont South, Hobson Park, Sea Air, Sea View Estates, Oxnard, and Teal Club among others. All of these communities are included in the **City of Oxnard** therefore the demographic information in the following tables will utilize US Census data from Oxnard City.

Affected Communities <sup>4</sup>	Population
City of Oxnard	197,696

(Hereafter, the above communities will be referred to collectively as "the Affected Communities").

We have identified the following facts about the Affected Communities:

#### Low Income Communities<sup>5</sup>.

A low-income area is an identifiable group of persons living in geographic proximity, whose median household income is at or below the Department of Health and Human Services poverty guidelines. Pursuant to Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," COUNTY AIRPORTS is collecting information about affected and potentially affected low-income communities. According to *U.S. Census Report*, *S1701: Poverty Status in the Past 12 Months*, the overall poverty level for Oxnard City is approximately 10.7 %. The poverty rate is lower compared with the rest of the state of California at 13.2%. The poverty rates for the specific Affected Communities are as follows:

### Affected Communities Poverty Rate

<sup>&</sup>lt;sup>4</sup> "Affected communities" means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.

<sup>&</sup>lt;sup>5</sup> Low-income data must be collected to assist in our compliance with Environmental Justice requirements (not Title VI requirements). For example, this data will be utilized in our Community Participation Plan (CPP) to help ensure the meaningful involvement of low income communities in airport programs and activities.

City of Oxnard	10.7%
----------------	-------

#### Racial and Ethnic Communities.

Demographic data for race, color, and national origin was evaluated to identify racial and ethnic communities and populations in each Affected Community. The demographic composition by race, color, or national origin for the specific Affected Communities are as follows<sup>6</sup>:

Affected Community: City of Oxnard
Total Affected Community Population: 197,696

Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
White Alone	54,764	27.7%
Black or African American	N	N
American Indian and Alaska Native Alone	5,922	3.0%
Asian Alone	11,047	5.6%
Native Hawaiian or Other Pacific Islander	N	N
Hispanic or Latino	150,317	76.0%
Some other Race	36,052	18.2%
Two or More Races	85,887	43.4%

#### <u>Limited English Proficiency (LEP)</u>.

The goal of all language access planning and implementation is to ensure that **COUNTY AIRPORTS** communicates effectively with limited English proficient (LEP) individuals. Effective language access requires self-assessment and planning. The next table lists non-English languages<sup>7</sup> that are spoken in LEP households in the Affected Communities. The data source is *American Community Survey*.

<sup>&</sup>lt;sup>6</sup> Recommend using demographic groups from the U.S. Census.

<sup>&</sup>lt;sup>7</sup> Recommend using language groups from the U.S. Census, and using data for the "Speak English less than 'very well'" category for each language over the threshold.

The threshold we have used for identifying the languages with significant LEP populations is the DOT LEP Policy Guidance safe harbor threshold, which is 5% or 1,000, whichever is less. 8 The safe harbor for our community is 1000 since the population of the area exceeds 20,000. Please refer to Section 14 at the end of this document to find data for all languages in our community.

Languages Spoken by LEP Population that Meet the Safe Harbor Threshold	Number	Margin of Error
Spanish	114,038	+/-2,183
Tagalog	7,697	+/- 651

Frequency of contact with LEP individuals at the airport and airport-related activities (all languages):

Languages Spoken by LEP Persons	A few times a year (12 or less days a year)	Several times a month (13 to 51 days a year)	At least once a week (52 to 364 days a year)	Every day (365 days a year)
Spanish				X
Chinese (incl. Mandarin, Cantonese)				
German				
Korean				
Russian				
Scandinavian				
Vietnamese				
Tagalog				
African				

Additional languages spoken by significant numbers of LEP persons in the Affected Communities, local schools, emergency service providers, and others, include:

Additional Languages Snoken

Traditional Earliganges Spoken
Chinese
German
Hindi
Japanese
Korean
Vietnamese
Other Pacific Languages
Arabic

<sup>&</sup>lt;sup>8</sup> See the DOT LEP Policy Guidance at https://www.federalregister.gov/d/05-23972/p-133. The safe harbor provisions apply to the translation of written documents only; however, it provides a consistent starting point for identifying significant LEP populations.

This information is updated annually through checking the following resources:

Data Sources for Languages Spoken in Affected Community	Website link to Data Source
Data Sources for Languages Spoken in Affected	Website link to Data Source
Community	
U.S. Census Bureau	https://data.census.gov/cedsci/table?q=B16001
	&tid=ACSDT1Y2019.B16001
Local public school data	https://www.oxnardsd.org/
Consultation with community centers	No websites currently maintained

#### Beneficiary Diversity.

Demographic information is collected from airport customers, attendees at community meetings, and businesses seeking opportunities at the airport, through voluntary disclosures.

#### **Description of Beneficiary Demographic Information Collection Methods**

- Airport Staff conducts biannual surveys of airport guests for customer satisfaction with airport concessions, restroom cleanliness, and other elements and services. The survey includes a voluntary request for demographic information.
- Participants at small business workshops, pre-bid meetings, and other public meetings are asked to complete an anonymous survey that includes demographic information.
- Businesses that submit bids or offers are asked to complete an anonymous survey that includes demographic information.

#### Staff and Advisory Board Diversity.

Demographic information is collected from airport program employees and members of planning and advisory boards, through voluntary disclosures.

#### Description of Employee and Advisory Board Demographic Information Collection Methods

- Employees are asked to submit voluntary confidential demographic information at time of hiring.
- Every 3 years, the airport administration sends an email to all board members asking them to voluntarily and anonymously enter demographic information through an online survey.

<sup>9</sup> Data should be kept up-to-date, but this plan does not need to be updated for incremental data changes during the Plan's 3-year period.

#### 7. Potential or Known Community Impacts

Projects or services receiving federal financial assistance have the potential to touch so many aspects of American life. Thus, in general, no **COUNTY AIRPORTS** activity must have a discriminatory disparate impact on the basis of race, color, national origin (including LEP), sex (including sexual orientation), creed, or age. This means that policies or procedures that have a disparate impact would require a well-documented substantial legitimate nondiscriminatory justification, summarized below. Impacts to protected communities must be avoided or minimized to the extent possible. No project with a discriminatory impact on protected communities will be undertaken. <sup>10</sup>

The following airport facilities are already in use or under construction and expected to be in use within the next 3 years:

#### **Existing Airport Facilities**

## Affected Community Impacted by Operation of the Facility

Runway 7-25	Fremont South, Hudson Park West, Sea View	
	Estates, Oxnard	
Air Traffic Control Tower	None	
Apron Area	None	
Hangar Area	None	
Taxiways	None	

The following airport facility projects (including all alternatives) are in construction or expected to be in construction within the next 3 years:

#### **Airport Facility Construction Projects**

### Affected Community Impacted by Construction of the Facility

Runway Reconstruct Taxiway F	None
Air Traffic Control Tower (ATCT)	None
Apron Reconstruction	None
Hangar Area Design	None

We have analyzed the above existing facilities and facility construction projects for disparate impacts on the basis of race, color, or national origin (including LEP) in Affected Communities. The following have disparate impacts:

Facilities or Construction Projects with Disparate Impacts	Affected Community Impacted	Impact Can Be Eliminated?
None		

<sup>&</sup>lt;sup>10</sup> In order to carry out an alternative with a discriminatory impact, the COUNTY AIRPORTS must demonstrate that there was a substantial legitimate justification for the decision. The sponsor must also show that alternatives with less discriminatory impacts were meaningfully considered and rejected for legitimate reasons.

### **8. Limited English Proficiency (LEP)**

Executive Order 13166

In creating a Language Assistance Plan, the COUNTY AIRPORTS will consider the volume, proportion, or frequency of contact with LEP persons in determining the appropriate language assistance to provide.

In Community Statistics section, we identified the following languages spoken by LEP persons in Affected Communities:

	Language	
Spanish		
Tagalog		

**COUNTY AIRPORTS** also collects data for languages spoken by airport guests. <sup>11</sup> Data sources include:

Data Sources for Languages Spoken by	Website link to Data	
Airport Guests	Source	
Airport Language Line usage data	www.languageline.com	
Airline-provided data	N/A	
Assumption from flight origin / destination	N/A	
Assistance requests to airport information desks	N/A	
TSA	N/A	

Based on the above data, the following <u>additional</u> languages have been identified as likely to be spoken by LEP airport guests:

Language			
Japanese			
Tagalog			
German			
Korean			
Hindi			
Arabic			

<sup>&</sup>lt;sup>11</sup> We aim to provide appropriate language assistance services to every LEP person encountered. This includes instances when LEP statistical data for a particular language was not available beforehand, or the safe harbor threshold for written translation was not met.

The Title VI Coordinator will also actively engage with community educators, community groups, places of work, business groups, social groups, and the like to confirm that translation and interpretation services are accurate and effective. Additionally, the Title VI Coordinator will inform leadership and staff of the **COUNTY AIRPORTS** of the responsibility to provide language access. We have made the following plans to provide translation services free of charge to ensure that individuals with LEP have access to the benefits of the airport:

#### **Translation Services:**

- All written notices contain a statement in the identified languages, when appropriate, of how to receive translated written materials.
- The following vendors have been identified for written translations:

Translation Vendors	Languages	
Language line, Inc	All above languages	

• Information regarding translation services can be obtained at:

<b>Location for Translation Assistance</b>	Languages
Airport website request form	All above languages
Airport website translate view	Spanish
Language Line, Inc	All Above Langauges

#### **Interpretation Services:**

• The following vendors have been identified for interpretation services:

Interpretation Vendors	Languages	
Language Line, Inc.	All above languages	

• Information regarding interpretation services can be obtained at:

Location for Interpretation	Languages
<b>Assistance</b>	
Airport Language Assistance page	All above languages
Airport information desks	All above languages, using Language
	Line, Inc.
Airport Administrative Office	All above languages, using Language
	Line, Inc.

#### **Description of Interpretation Assistance Processes**

• Airport Staff maintains a list of multilingual employees, the languages they speak, and their associated office telephone numbers. The list indicates whether each employee is proficient to provide interpretation and/or translation services. The list is updated annually and

- provided to all airport employees. Generally, these employee volunteers are available to assist members of the public with verbal real-time interpretation, during normal business hours.
- The airport contracts with the Language Line, Inc. to provide on-demand telephone interpretation services to airport guests. When a request for an interpreter is received, the following process is used: Airport information desk staff use I-Speak cards to identify the language spoken by the airport guest. Staff contacts Language Line, Inc. and "parks" the request in the queue for the appropriate language. Language Line, Inc. operators will coordinate connect the requesting party to an interpreter for the duration of the call. The completed call is then logged in the Language Line Service binder. This log is kept for one year.

#### 9. Transportation

49 Part CFR 21 Appendix C (a)(1)(ix)

In the Community Statistics section of this plan, we identified Affected Communities and provided demographic and related data for the community populations. The minority and disadvantaged community areas located within the Affected Communities are identified below. Other minority and disadvantaged community areas that are near the airport but not within Affected Communities are also identified below.

We have coordinated with local transit authority to encourage them to provide transit service access between the airport and these areas.

The following chart identifies existing and planned transit services connecting the airport employment centers with the identified minority and disadvantaged community areas in the City of Oxnard.

Minority and/or Disadvantaged Community Areas	Transit Service	Planned or Existing
Oxnard Transit Center & Gold	Fixed-route buses	Existing
CoastTransit		
GO ACCESS – Gold Coast Transit	Paratransit vans	Existing

### 10. Minority Businesses

49 CFR 21 Appendix C (a)(1)(x)

Bids for airport concessions and other business opportunities are solicited from area minority and woman-owned businesses through the following methods:

Airport Business Opportunity	Minority Business Outreach Methods	
Custodial Services	Ventura County Outreach	
Landscaping Services	Ventura County Outreach	
Misc Building Improvements	Ventura County Outreach	

Selections are in compliance with Title VI, Part 21, and related requirements. Information on the award process and documentation for specific bid decisions is kept with COUNTY AIRPORTS Administrative Office.

#### 11. Training

New employee orientation incorporates Title VI training. Topics include:

- Title VI and related laws prohibit discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age
- Title VI complaints must be forwarded to the Coordinator
- Protections against retaliation for filing civil rights complaints or related actions
- Title VI notices must be displayed throughout the airport public facilities
- All contracts must include Title VI clauses
- Language interpretation and translation services
- Cultural and community relations sensitivity training
- Anti-harassment training

Refresher information will be provided annually.

#### 12. Compliance Reviews, Audits, Complaints, Lawsuits, and Other **Investigations**

FAA Notification. The Coordinator will notify FAA of any pending investigations and reviews, including:

- Compliance reviews or audits concerning civil rights requirements <sup>12</sup>
- Complaints, lawsuits, or other investigations alleging noncompliance with civil rights requirements<sup>13</sup>

As discussed in the Title VI Complaints Section, Title VI complaints must be forwarded to FAA contacts within 15 days of receipt. For all other civil rights investigations, COUNTY AIRPORTS must notify FAA contacts of any new investigations prior to grant execution.

At regular intervals, the Coordinator will provide FAA contacts with status updates for the investigations and reviews, until completed. For each existing investigation or review completed within 5 years of this plan, the Coordinator will also provide a statement about the outcome, unless previously provided.

13. Title VI Complaints
49 CFR 21.11; 49 CFR 21 Appendix C (b)(3); 28 CFR 42.406(d)

Scope. These procedures are for complaints of discrimination under Title VI and related laws (hereafter "Title VI Complaints." In order to be a Title VI Complaint, the complaint must:

- 1. Allege discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age or violations administrative requirements under Title VI or related laws.
- 2. Not only be for employment matters<sup>14</sup>
- 3. Allege misconduct by the COUNTY AIRPORTS including airport employees, contractors, concessionaires, lessees, or tenants.
- 4. Concern an airport facility or actions by the COUNTY AIRPORTS including airport employees, contractors, concessionaires, lessees, or tenants.

<sup>&</sup>lt;sup>12</sup> Includes any Title VI, ADA, Sec. 504, Title VII/EEO, or other civil rights program compliance review or audit to be performed on the COUNTY AIRPORTS or any of its sub-recipients by any State, local or Federal agency.

<sup>&</sup>lt;sup>13</sup> Includes allegations of discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, whether because of actions of the COUNTY AIRPORTS itself, or its employees, contractors, or tenants. Includes noncompliance with related administrative requirements under civil rights laws.

<sup>&</sup>lt;sup>14</sup> Complaints of employment discrimination must be addressed as required by EEOC and other applicable authorities with jurisdiction over employment matters. If an COUNTY AIRPORTS employment activity is supported by FAA-provided financial assistance or it is alleged that the employment discrimination affects the broader airport program, complaints about that activity must also be reported to FAA.

<u>Rights</u>. Any person who believes that he or she has been subjected to discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age has the right to file a complaint with the **COUNTY AIRPORTS**. <sup>15</sup> Alternatively, they can file a formal complaint with an outside agency, such as the U.S. Departments of Justice or Transportation, or the Federal Aviation Administration (FAA), or seek other legal remedies.

<u>Receipt of Complaint</u>. The Coordinator will log in the complaint and promptly send copies of the complaint to Airport Administration Office.

Complaints must be filed within 180 days of the discriminatory event, must be in writing, and must be delivered to:

Ana Castro, Administrative Officer Ventura County Department of Airports Camarillo, CA 93010 805/388-4211 Ana.Castro@ventura.org

If a complaint is initially made by phone, it must be supplemented with a written complaint before 180 days after the discriminatory event has passed. If a verbal complaint is received, the complainant should be given a copy of the Airport Discrimination Complaint Procedures and instructed to submit a written complaint. Accommodation will be provided upon request to individuals unable to file a written complaint due to a disability.

<u>Initial Procedure.</u> The Coordinator may meet with the complainant to clarify the issues, obtain additional information, and determine if informal resolution might be possible in lieu of an investigation. If successfully resolved, the Coordinator will issue a closure letter to the complainant, record the disposition in the complaints log, and report the resolution to FAA.

#### **Discrimination Complaint Referral Procedure**

<u>Internal Complaint Referral</u>. All Title VI complaints must be promptly forwarded to the Coordinator within 3 business days.

<u>Initial FAA Notification</u>. A copy of each Title VI complaint will be forwarded to the FAA within 15 days of initial receipt (not the date that the Coordinator was notified). The Coordinator will forward a copy of the complaint and a statement describing all actions taken to resolve the matter, and the results thereof to the FAA Civil Rights staff. (Note: complaints based on disability do not have to be forwarded to FAA.) To transmit complaint information to the FAA, the Coordinator will upload the complaint to the FAA Civil Rights Connect System. The Coordinator will also seek technical assistance from FAA, as needed, throughout complaint intake, investigation and resolution process.

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#### **Investigation Procedure**

<u>Assignment of Investigator</u>. The Coordinator will immediately begin the investigation or designate an investigator.

<u>Cooperation with FAA</u>. The Coordinator will promptly investigate all Title VI complaints, including those referred by the FAA for investigation. If the FAA is investigating a complaint against **County Airports**, the Coordinator will avoid interfering with the FAA investigation, cooperate with the FAA when needed, and share factual information with the FAA.

<u>Prompt Investigation</u>. The Coordinator will make every effort to complete discrimination complaint investigations within 60 calendar days after the complaint is received. Some investigations may take longer with a justification for the delay and assurance that the investigation is being completed as quickly as possible.

<u>Contact with Complainant.</u> The Coordinator will meet with the complainant to clarify the issues and obtain additional information, and also speak with community members and potential witnesses, as appropriate.

<u>Investigation Report</u>. After completing the investigation, the Coordinator will prepare a written report.

<u>Consultation with Legal Counsel</u>. In each case, the Coordinator will consult with Legal Counsel regarding the investigation and the report. Airport Legal Counsel will ensure that the report is consistent with the DOT and FAA Title VI nondiscrimination requirements.

<u>Prompt Resolution of Disputes</u>. The Coordinator will emphasize voluntary compliance and quickly and fairly resolve disputes with complainants, or with contractors, tenants, or other persons, through alternate dispute resolution, negotiation, and/or mediation.

Forwarding Report and Response to Complainant. At the completion of the investigation, the complainant and respondent will receive a letter of findings and determination of the investigation and any applicable resolution. The letter transmitting the findings and any applicable resolution will state **County Airport**'s conclusion regarding whether unlawful discrimination occurred, and will describe the complainant's appeal rights. A summary of the investigation report, any appeal, or follow-up actions will be sent to the FAA via the FAA Civil Rights Connect System.

<u>Appeal Rights.</u> The complainant must be notified of their right to appeal the findings or determinations, and of the procedures and requirements for an appeal:

- The complainant may appeal in writing to the Ventura County Airports Director of Airports.
- The written appeal must be received within 14 business days after receipt of the written decision.

- The written appeal must contain all arguments, evidence, and documents supporting the basis for the appeal.
- The **Director of Airports** will issue a final written decision in response to the appeal.

<u>Avoiding Future Discrimination</u>. In addition to taking action with respect to any specific instances of discrimination, **County Airports** will identify and implement measures to reduce the chances of similar discrimination in the future.

<u>Intimidation and Retaliation Prohibited</u>. **County Airports** employees, contractors, and tenants will not intimidate or retaliate against a person who has filed a complaint alleging discrimination.

For information on filing a complaint with DOT/FAA, please contact Title VI Coordinator.

This complaint procedure is shared with the public through the following methods:

Website, In-person, and Other Distribution Methods

1 Airport website, Title VI page

### 14. Population / Language Data

### **Poverty Status in the Past 12 Months**



	CCIISMS
	Bureau
Note: The table shown ma	y have been modified by user selections. Some information may be missing.
DATA NOTES	
TABLE ID:	S1701
SURVEY/PROGRAM:	American Community Survey
VINTAGE:	2023
DATASET:	ACSST1Y2023
PRODUCT:	ACS 1-Year Estimates Subject Tables
UNIVERSE:	None
MLA:	U.S. Census Bureau, U.S. Department of Commerce. "Poverty Status in the Past 12 Months." American Community Survey,
	ACS 1-Year Estimates Subject Tables, Table S1701, 2023,
FTP URI:	None
API URI :	https://api.census.gov/data/2023/acs/acs1/subject
USER SELECTIONS	
TABLES	\$1701
GFOS	7CTA5 93030: Oxnard city. California
EXCLUDED COLUMNS	None
APPLIED FILTERS	None
APPLIED SORTS	None
PIVOT & GROUPING	
PIVOT COLUMNS	None
PIVOT MODE	Off
ROW GROUPS	None
VALUE COLUMNS	None
WEB ADDRESS	https://data.census.gov/table/ACSST1Y2023.S1701?q=S1701&g=160XX00US0654652_860XX00US93030
TABLE NOTES	
	Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the
	decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the
	Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the
	nation states counties cities and towns and estimates of housing units and the group quarters population for states and

Table: ACSST1Y2023.S1701

median falls in the highest interval of an open-ended distribution (for example "250,000+").** The margin of error could not be computed because there were an insufficient number of sample observations.*** The margin of error could not be
number of sample cases in the selected geographic area. (X) The estimate or margin of error is not applicable or not available.median- The median falls in the lowest interval of an open-ended distribution (for example "2,500-")median+ The
larger than the median itself.N The estimate or margin of error cannot be displayed because there were an insufficient
observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was
on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of Explanation of Symbols:- The estimate could not be computed because there were an insufficient number of sample
reflect changes to the social economic housing or demographic characteristics being compared. For more information, see Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based
Comparison Profiles, or in data users' own analysis, may be the result of these differences and thus might not necessarily
Users must consider potential differences in geographic boundaries, questionnaire content or coding, or other methodological issues when comparing ACS data from different years. Statistically significant differences shown in ACS
contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a
error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds)
sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of
Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from
ACS data generally reflect the geographic boundaries of legal and statistical areas as of January 1 of the estimate year. For
Source: U.S. Census Bureau, 2023 American Community Survey 1-Year Estimates
Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.
(without estimates) can be found on the Technical Documentation section of the ACS website.
including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells

	Oxnard city, California			
	Total		Below poverty l	evel
Label	Estimate	Margin of Error	Estimate	Margin of Error
Population for whom poverty status				
is determined	197,696	±267	27,688	±5,972
AGE				
Under 18 years	52,052	±3,040	11,086	±3,116
Under 5 years	12,850	±1,890	3,163	±1,501
5 to 17 years	39,202	±2,532	7,923	±2,169
Related children of				
householder under 18 years	51,942	±3,028	10,976	±3,117
18 to 64 years	120,305	±2,588	14,347	±2,959
18 to 34 years	49,942	±3,078	7,047	±1,941
35 to 64 years	70,363	±2,894	7,300	±1,638
60 years and over	35,478	±3,166	2,724	±874
65 years and over	25,339	±2,589	2,255	±768
SEX				
Male	100,049	±2,903	12,878	±2,781
Female	97,647	±2,895	14,810	±3,871
RACE AND HISPANIC OR LATINO				
ORIGIN				
White alone	54,764	±6,115	6,847	±2,932
Black or African American alone	N	N	N	N
American Indian and Alaska				
Native alone	5,922	±2,810	3,634	±2,407
Asian alone	11,047	±2,630	370	±204
Native Hawaiian and Other				
Pacific Islander alone	N	N	N	N
Some other race alone	36,052	±5,097	5,477	±2,506
Two or more races	85,887	±7,361	10,360	±3,714

	Percent below poverty level	
Label	Estimate	Margin of Error
Population for whom poverty status		
is determined	14.0%	±3.0
AGE		
Under 18 years	21.3%	±5.8
Under 5 years	24.6%	±11.0
5 to 17 years	20.2%	±5.7
Related children of		
householder under 18 years	21.1%	±5.8
18 to 64 years	11.9%	±2.5
18 to 34 years	14.1%	±3.7
35 to 64 years	10.4%	±2.4
60 years and over	7.7%	±2.2
65 years and over	8.9%	±2.8
SEX		
Male	12.9%	±2.8
Female	15.2%	±3.8
RACE AND HISPANIC OR LATINO		
ORIGIN		
White alone	12.5%	±5.3
Black or African American alone	N	N
American Indian and Alaska		
Native alone	61.4%	±19.1
Asian alone	3.3%	±1.9
Native Hawaiian and Other		
Pacific Islander alone	N	N
Some other race alone	15.2%	±6.4
Two or more races	12.1%	±4.2
-		

	Oxnard city, California			
	Total		Below poverty level	
Label	Estimate	Margin of Error	Estimate	Margin of Error
Hispanic or Latino origin (of any				
race)	150,317	±4,925	22,442	±5,131
White alone, not Hispanic or				
Latino	27,108	±3,496	4,029	±2,315
EDUCATIONAL ATTAINMENT				
Population 25 years and over	125,973	±3,764	13,847	±2,583
Less than high school graduate	38,703	±3,295	6,849	±1,645
High school graduate (includes				
equivalency)	31,327	±2,965	2,429	±769
Some college, associate's				
degree	31,184	±3,028	3,783	±1,228
Bachelor's degree or higher	24,759	±2,753	786	±460
EMPLOYMENT STATUS				
Civilian labor force 16 years and				
over	99,312	±3,359	7,999	±1,905
Employed	93,189	±3,459	5,885	±1,492
Male	51,010	±2,398	3,635	±1,178
Female	42,179	±2,691	2,250	±874
Unemployed	6,123	±1,344	2,114	±831
Male	3,597	±922	734	±482
Female	2,526	±723	1,380	±577
WORK EXPERIENCE				
Population 16 years and over	152,117	±3,054	17,838	±3,438
Worked full-time, year-round in	1			
the past 12 months	67,394	±3,553	2,393	±941
Worked part-time or part-year				
in the past 12 months	33,987	±2,975	5,199	±1,390

	Percent below poverty level	
Label	Estimate	Margin of Error
Hispanic or Latino origin (of any		
race)	14.9%	±3.4
White alone, not Hispanic or		
Latino	14.9%	±8.1
EDUCATIONAL ATTAINMENT		
Population 25 years and over	11.0%	±2.0
Less than high school graduate	17.7%	±3.9
High school graduate (includes		
equivalency)	7.8%	±2.4
Some college, associate's		
degree	12.1%	±3.7
Bachelor's degree or higher	3.2%	±1.9
EMPLOYMENT STATUS		
Civilian labor force 16 years and		
over	8.1%	±2.0
Employed	6.3%	±1.6
Male	7.1%	±2.3
Female	5.3%	±2.1
Unemployed	34.5%	±10.1
Male	20.4%	±11.6
Female	54.6%	±15.8
WORK EXPERIENCE		
Population 16 years and over	11.7%	±2.3
Worked full-time, year-round in		
the past 12 months	3.6%	±1.4
Worked part-time or part-year		
in the past 12 months	15.3%	±3.8

	Oxnard city, California			
	Total		Below poverty level	
Label	Estimate	Margin of Error	Estimate	Margin of Error
Did not work	50,736	±3,532	10,246	±2,185
ALL INDIVIDUALS WITH INCOME BELOW THE FOLLOWING POVERTY RATIOS				
50 percent of poverty level	9,859	±3,487	(X)	(X)
125 percent of poverty level	38,067	±6,232	(X)	(X)
150 percent of poverty level	47,265	±6,497	(X)	(X)
185 percent of poverty level	59,630	±6,282	(X)	(X)
200 percent of poverty level	67,466	±6,344	(X)	(X)
300 percent of poverty level	103,629	±7,485	(X)	(X)
400 percent of poverty level	137,193	±7,190	(X)	(X)
500 percent of poverty level	158,778	±6,004	(X)	(X)
UNRELATED INDIVIDUALS FOR WHOM POVERTY STATUS IS				
DETERMINED	24,179	±3,049	6,468	±1,387
Male	13,602	±2,486	3,837	±1,177
Female	10,577	±1,794	2,631	±844
15 years	0	±221	0	±221
16 to 17 years	110	±178	110	±178
18 to 24 years	2,587	±1,614	1,044	±796
25 to 34 years	5,013	±1,251	1,553	±535
35 to 44 years	3,885	±1,088	923	±542
45 to 54 years	3,768	±1,070	1,154	±672
55 to 64 years	2,228	±701	520	±206
65 to 74 years	3,281	±1,008	432	±208
75 years and over	3,307	±720	732	±420
Mean income deficit for unrelated				
individuals (dollars)	9,281	±1,072	(X)	(X)

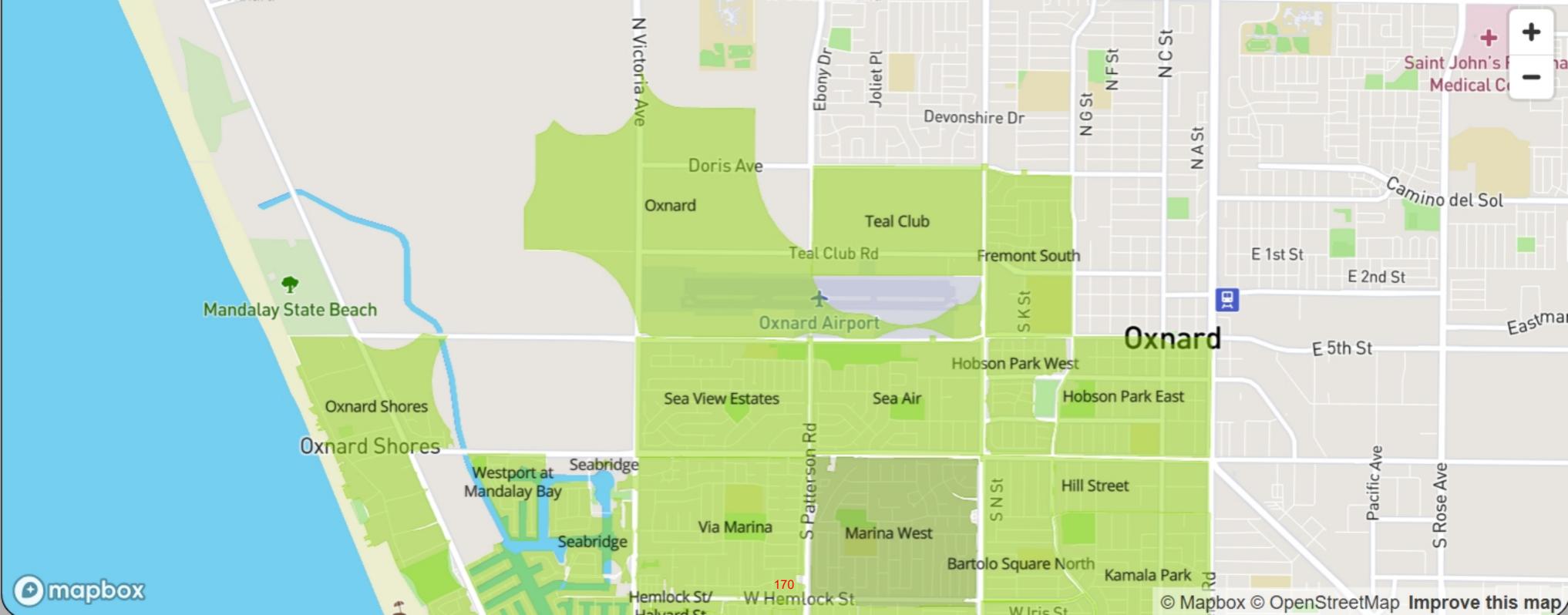
	Percent below poverty level	
Label	Estimate	Margin of Error
Did not work	20.2%	±4.0
ALL INDIVIDUALS WITH INCOME BELOW THE FOLLOWING POVERTY RATIOS		
50 percent of poverty level	(X)	(X)
125 percent of poverty level	(X)	(X)
150 percent of poverty level	(X)	(X)
185 percent of poverty level	(X)	(X)
200 percent of poverty level	(X)	(X)
300 percent of poverty level	(X)	(X)
400 percent of poverty level	(X)	(X)
500 percent of poverty level	(X)	(X)
UNRELATED INDIVIDUALS FOR WHOM POVERTY STATUS IS		
DETERMINED	26.8%	±4.9
Male	28.2%	±7.7
Female	24.9%	±6.8
15 years	-	**
16 to 17 years	100.0%	±70.6
18 to 24 years	40.4%	±31.9
25 to 34 years	31.0%	±9.4
35 to 44 years	23.8%	±11.8
45 to 54 years	30.6%	±14.1
55 to 64 years	23.3%	±7.6
65 to 74 years	13.2%	±6.6
75 years and over	22.1%	±11.1
Mean income deficit for unrelated individuals (dollars)	(X)	(X)

Table: ACSST1Y2023.S1701

	Oxnard city, California			
	Total		Below poverty	level
Label	Estimate	Margin of Error	Estimate	Margin of Error
Worked full-time, year-round in				
the past 12 months	10,184	±2,045	692	±524
Worked less than full-time, year-				
round in the past 12 months	5,794	±1,123	2,017	±686
Did not work	8,201	±1,344	3,759	±877
Population in housing units for				
whom poverty status is				
determined	195,745	±283	26,733	±5,966

Table: ACSST1Y2023.S1701

	Percent below p	poverty level
Label	Estimate	Margin of Error
Worked full-time, year-round in		
the past 12 months	6.8%	±4.8
Worked less than full-time, year-		
round in the past 12 months	34.8%	±10.8
Did not work	45.8%	±8.2
Population in housing units for		
whom poverty status is		
determined	13.7%	±3.0



# LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER



	Bureau
Note: The table shown ma	ay have been modified by user selections. Some information may be missing.
DATA NOTES	
TABLE ID:	B16001
SURVFY/PROGRAM:	American Community Survey
VINTAGF:	2015
DATASET:	ACSDT5Y2015
PRODUCT:	ACS 5-Year Estimates Detailed Tables
UNIVERSE:	Population 5 years and over
MLA:	U.S. Census Bureau. "LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND
	OVER." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B16001, 2015,
	https://data.census.gov/table/ACSDT5Y2015.B16001?q=B16001&g=160XX00US0654652. Accessed on March 21, 2025.
FTP URL:	https://www2.census.gov/programs-surveys/acs/summary_file/2015/data/
API URI :	https://api.census.gov/data/2015/acs/acs5
USER SELECTIONS	
TABLES	B16001
GFOS	Oxnard city. California
EXCLUDED COLUMNS	None
APPLIED FILTERS	None
APPLIED SORTS	None
PIVOT & GROUPING	
PIVOT COLUMNS	None
PIVOT MODE	Off
ROW GROUPS	None
VALUF COLUMNS	None
WEB ADDRESS	https://data.census.gov/table/ACSDT5Y2015.B16001?q=B16001&g=160XX00US0654652
TABLE NOTES	

Table: ACSDT5Y2015.B16001

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.
Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.  Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.
Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau''s Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.  Explanation of Symbols: * An "**" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not
* An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
* An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.  * An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.
* An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.  * An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
* An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.  Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based
on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of

Table: ACSDT5Y2015.B16001

	While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and
	Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and
	boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective
	Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of
	these changes when using multi-year data containing data from 2013. For more information, see: Language User Note.
	Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of
	error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a
	Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates
COLUMN NOTES	None

	Oxnard city, California		
Label	Estimate	Margin of Error	
Total:	186,780	±731	
Speak only English	59,405	±2,001	
Spanish or Spanish Creole:	114,038	±2,183	
Speak English "very well"	59,626	±1,667	
Speak English less than "very			
well"	54,412	±1,785	
French (incl. Patois, Cajun):	56	±49	
Speak English "very well"	50	±49	
Speak English less than "very			
well"	6	±9	
French Creole:	11	±17	
Speak English "very well"	11	±17	
Speak English less than "very			
well"	0	±28	
Italian:	122	±95	
Speak English "very well"	78	±68	
Speak English less than "very			
well"	44	±42	
Portuguese or Portuguese Creole:	95	±103	
Speak English "very well"	94	±103	
Speak English less than "very	J-1	103	
well"	1	±5	
German:	193	±84	
Speak English "very well"	191	±83	
Speak English less than "very			
well"	2	±5	
Yiddish:	0	±28	
Speak English "very well"	0	±28	

Oxnard city, California		ifornia
Label	Estimate	Margin of Error
Speak English less than "very		
well"	0	±28
Other West Germanic languages:	9	±16
Speak English "very well"	9	±16
Speak English less than "very		
well"	0	±28
Scandinavian languages:	40	±39
Speak English "very well"	40	±39
Speak English less than "very		
well"	0	±28
Greek:	78	±76
Speak English "very well"	78	±76
Speak English less than "very		
well"	0	±28
Russian:	67	±61
Speak English "very well"	32	±27
Speak English less than "very		
well"	35	±55
Polish:	38	±47
Speak English "very well"	31	±46
Speak English less than "very		
well"	7	±10
Serbo-Croatian:	89	±103
Speak English "very well"	45	±49
Speak English less than "very		
well"	44	±56
Other Slavic languages:	0	±28
Speak English "very well"	0	±28
Speak English less than "very		
well"	0	±28

	Oxnard city, California	
Label	Estimate	Margin of Error
Armenian:	11	±14
Speak English "very well"	0	±28
Speak English less than "very well"	11	±14
Persian:	122	±89
Speak English "very well"	82	±61
Speak English less than "very well"	40	±46
Gujarati:	0	±28
Speak English "very well"	0	±28
Speak English less than "very well"	0	±28
Hindi:	270	±176
Speak English "very well"	176	±119
Speak English less than "very well"	94	±87
Urdu:	11	±21
Speak English "very well"	6	±12
Speak English less than "very well"		
	5	±9 ±77
Other Indic languages:  Speak English "very well"	121	
Speak English less than "very	104	±71
well"	17	±22
	55	±59
Other Indo-European languages:  Speak English "very well"	55	±59 ±59
Speak English less than "very	33	123
well"	0	±28
Chinese:	830	±258
Speak English "very well"	232	±97

	Oxnard city, California	
Label	Estimate	Margin of Error
Speak English less than "very		
well"	598	±211
Japanese:	340	±134
Speak English "very well"	239	±105
Speak English less than "very		
well"	101	±59
Korean:	278	±172
Speak English "very well"	120	±126
Speak English less than "very		
well"	158	±72
Mon-Khmer, Cambodian:	114	±133
Speak English "very well"	93	±126
Speak English less than "very		
well"	21	±32
Hmong:	0	±28
Speak English "very well"	0	±28
Speak English less than "very		
well"	0	±28
Thai:	116	±84
Speak English "very well"	16	±19
Speak English less than "very		
well"	100	±79
Laotian:	38	±37
Speak English "very well"	6	±10
Speak English less than "very		
well"	32	±36
Vietnamese:	672	±264
Speak English "very well"	307	±155
Speak English less than "very		
well"	365	±187

	Oxnard city, California	
Label	Estimate	Margin of Error
Other Asian languages:	140	±128
Speak English "very well"	63	±71
Speak English less than "very well"	77	±78
Tagalog:	7,697	±651
Speak English "very well"	4,547	±501
Speak English less than "very well"	3,150	±435
Other Pacific Island languages:	549	±206
Speak English "very well"	315	±148
Speak English less than "very well"	234	±119
Navajo:	0	±28
Speak English "very well"	0	±28
Speak English less than "very well"	0	±28
Other Native North American		
languages:	0	±28
Speak English "very well"	0	±28
Speak English less than "very well"	0	±28
Hungarian:	42	±46
Speak English "very well"	42	±46
Speak English less than "very well"	0	±28
Arabic:	235	±134
Speak English "very well"	169	±116
Speak English less than "very well"	66	±63
Hebrew:	46	±58

Table: ACSDT5Y2015.B16001

	Oxnard city, California	
Label	Estimate	Margin of Error
Speak English "very well"	46	±58
Speak English less than "very		
well"	0	±28
African languages:	15	±19
Speak English "very well"	2	±5
Speak English less than "very		
well"	13	±19
Other and unspecified languages:	837	±504
Speak English "very well"	198	±144
Speak English less than "very		
well"	639	±395

### 15. Completed Unlawful Discrimination Poster

#### **Unlawful Discrimination**

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or disability in public services and employment opportunities. Allegations of discrimination should be promptly reported to the Airport Manager or:

Federal Aviation Administration Office of Civil Rights, ACR-1 800 Independence Avenue, S.W. Washington, D.C. 20591

Federal regulations on unlawful discrimination are available for review in the Airport Manager's Office.

Coordinator: Phone: Address:

# **Discriminacion Ilegal**

Se prohibe a los operadores de aeropuertos y a sus arrendatarios, inquilinos, concesionarios y contratistas discriminar contra cualquier persona por motivo de raza, color, nacionalidad de origen, sexo, creencias religiosas, impedimento fisico o discapacidad en lo que respecta a servicios públicos y oportunidades de empleo. Las alegaciones de discriminación deberán ser dirigidas inmediatamente al Administrador del Aeropuerto o a:

Federal Aviation Administration Office of Civil Rights, ACR-1 800 Independence Avenue, S.W. Washington, D.C. 20591

Los reglamentos sobre discriminación ilegal están a la disposición de los interesados para su examen en la oficina del Administrador del Aeropuerto.

Coordinador: Teléfono: Dirección:



U.S. Department of Transportation

**Federal Aviation Administration** 

# 16. Title VI Complaint Form



# **TITLE VI Complaint Form**

Oxnard Airport (OXR) assures that no person shall on the grounds of race, color, national origin, sex, creed, or age as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), and the Section 520 of the Airport and Airway Improvement Act of 1982 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

Complainant's Name:		
Address:	City:	
State:	Zip Code:	
Telephone:	Email:	
*Preferred method of how	to contact you.	
Who is responsible for the disc	riminatory action(s):	
Name of Organization:		
Name of Individual (if known)	:	
Location of Discrimination:		
What is the discrimination ba Race Color Sex Creed National Origin Age	sed on? 183	

Date of the alleged discrimination:_	Time:
Describe the alleged discrimination. (additional sheets of paper may be a	Explain what happened and whom you believe was responsible attached to this form).
List names and contact information	of persons who may have knowledge of the alleged discrimination.
What remedy are you seeking?	

Have you filed this complaint with any other	r Federal, State or local agency? If so, whom.
materials or other supporting information that	accepted if it has not been signed. You may attach any written you think is relevant to your complaint. Please submit the ible but no more than 180 days after the alleged occurrence.
Signature	 Date
The Title VI Complaint form may be submit	ted directly to the following agencies:

Title VI Coordinator – Davie Nafie, Deputy Director of Business & Development Ventura County Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010
805/ 388-4201
Dave.Nafie@ventura.org

\*Within 15 days of receiving the completed form the Title VI Coordinator is required to submit the form to:
Federal Aviation Administration
Office of Civil Rights
via
FAA.CivilRightsConnect.com



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372 Fax: (805) 388-4366

https://vcairports.org

May 7, 2025

Aviation Advisory Commission Camarillo Airport Authority Oxnard Airport Authority

## Subject:

Authorization for the Director of Airports or His Designee to Award Eight (8) Annual Consulting Services Contracts for Fiscal Year 2025-2026 to Assist the Department of Airports with the Following **Environmental Review, Environmental** Services: Engineering, Planning, Environmental Testing Services, Grant Administration, Planning, Design Review Services, Specification Disadvantage Business **Enterprise** Support, Engineering/Estimating Inspection, Materials Testing, Surveying, Construction Management, Independent Fee Estimation and to Issue **Work Orders Against These Contracts** 

# **Recommendations:**

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

- Authorize the Director of Airports, or his designee, to award eight (8) annual
  consulting services contracts for fiscal year 2025-2026 to the consultants listed in
  the Annual Consultant Services Contracts Summary (Exhibit 1) using a contract form
  negotiated in compliance with the County of Ventura Public Works Agency Project
  Processing Procedures Manual (an exemplary contract form is attached as Exhibit
  2); and
- 2. Authorize the Director of Airports, or his designee, to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by the Board, and for up to \$200,000 each work order for other services.

AAC/CAA/OAA Annual Contracts May 7, 2025 Page 2

# **Fiscal Impacts:**

Mandatory: No

Source of Funding: Airport Enterprise Fund

Funding Match Required: No

Impact on Other Departments: None

This action does not result in an immediate fiscal impact, as there is no obligation to issue any work orders against these annual contracts during the term of the contracts. A fiscal impact will occur only when work orders are issued. Sufficient revenue and appropriations are available in the Department of Airport's ("Department") FY 2025-2026 proposed budget for these types of contracts.

### **Discussion:**

To obtain professional consulting services for projects at Camarillo and Oxnard Airports for fiscal year 2025-2026, the Department reviewed previous year annual contract work, consultant performance, and anticipated future professional services requirements in order to determine which consultants and services should be retained under an annual contract arrangement. Based on this analysis, select consultants were invited to express their interest in forming an annual contract with the County. Invited consultants submitted proposed fee schedules which were reviewed and negotiated, and a list of proposed consultants was developed as shown in Exhibit 1.

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

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

AAC/CAA/OAA Annual Contracts May 7, 2025 Page 3

# **Strategic Priority:**

These annual contracts support the County's Strategic Priorities to promote fiscal responsibility, economic vitality, reliable infrastructure, and sustainability.

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 - Annual Consultant Services Contracts Summary

Exhibit 2 - Contract

.

# **Department of Airports**

# **Annual Services Contracts by Consultant for FY2025-2026**

Coffman Associates, Inc. Scottsdale, AZ AEA 26-01 Limit: \$200,000

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

Woolpert Inc.
Dayton, OH
AEA 26-02 Limit: \$200,000

Services Under Contract
Civil Engineering
Design Review Services
Specification Writing
Grant Support
Construction Administration Services
Disadvantage Business Enterprise
Support
Cost Engineer/Estimator
Materials Testing & Monitoring Services
Project Planning
Environmental Studies
Architectural Engineering
Survey

Mead and Hunt, Inc. Windsor, CA AEA 26-03 Limit: \$200,000

Services Under Contract
Civil Engineering
Design Review Services
Specification Writing
Grant Support
Construction Administration Services

Disadvantage Business Enterprise
Support
Cost Engineer/Estimator
Materials Testing & Monitoring Services
Project Planning
Environmental Studies
Architectural Engineering
Survey

The Adams Companies, LLC Gilbert, AZ AEA 26-04 Limit: \$20,000

Services Under Contract
Independent Fee Estimation &
Negotiation

Daniel B. Stephens & Associates, Inc., a Geo-Logic Associates Company Costa Mesa, CA AEA 26-05 Limit: \$100,000

Services Under Contract
Environmental Testing Services
including:
Testing & Monitoring Services
Technical Report Preparation

Work Plan Implementation
Remediation Recommendations &
Planning, Implementation
Regulatory Coordination &
Compliance
Public Meeting Assistance

Geosyntec Consultants, Inc. Ventura, CA AEA 26-06 Limit: \$100,000

Services Under Contract
Environmental Testing Services

including:

Testing & Monitoring Services
Technical Report Preparation
Work Plan Implementation
Remediation Recommendations &
Planning, Implementation
Regulatory Coordination &
Compliance
Public Meeting Assistance

Ninyo & Moore Los Angeles, CA AEA 26-07 Limit: \$100,000

Services Under Contract
Environmental Testing Services including:

Testing & Monitoring Services
Technical Report Preparation
Work Plan Implementation
Remediation Recommendations &
Planning, Implementation
Regulatory Coordination &
Compliance
Public Meeting Assistance

GSI Environmental Inc. Irvine, CA AEA 26-08 Limit: \$100,000

<u>Services Under Contract</u> Environmental Testing Services including:

Testing & Monitoring Services
Technical Report Preparation
Work Plan Implementation
Remediation Recommendations &
Planning, Implementation
Regulatory Coordination &
Compliance
Public Meeting Assistance

## ANNUAL CONSULTING SERVICES CONTRACT

## AE No. AEA 26-XX

# PROFESSIONAL SERVICES CONTRACT for Oxnard and Camarillo Airports

This is an annual contract, made and entered into this July 1, 2025, by and between the COUNTY OF VENTURA, (COUNTY), and [INSERT NAME AND ADDRESS OF CONSULTANT] (CONSULTANT).

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

The parties hereto agree as follows:

- 1. COUNTY hereby retains CONSULTANT to perform services on an "as needed / as requested" basis, during the period from July 1, 2025 to June 30, 2026, as provided in the "Scope of Work and Services", attached hereto as "Exhibit A", and the "COUNTY of Ventura, Public Works Agency, CONSULTANT's Guide to Ventura COUNTY Procedures" as amended from time to time, which is on file with the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions, otherwise they shall be interpreted together.
- 2. All work under this Contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as "Exhibit B". COUNTY shall issue a suspension of the contract time whenever CONSULTANT is delayed by action or inaction of COUNTY and CONSULTANT promptly notifies COUNTY of such delays.
- 3. COUNTY will make payment only for services actually rendered. CONSULTANT is not entitled to payment for having been retained under this Contract. CONSULTANT is not entitled to perform work under this Contract except as requested by COUNTY, and COUNTY is not obligated to request any work under this Contract. Payment for services rendered shall be made monthly, within 30 days from when the COUNTY receives an invoice or 10 days from when the Auditor-Controller's office recieves the invoice, in accordance with "Fees and Payment," attached hereto as "Exhibit C."
- 4. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

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

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

- 6. COUNTY retains the right to terminate this Contract for any reason prior to completion by notifying CONSULTANT in writing, and by paying charges accumulated prior to such termination. Such charges shall be limited to the maximum fee specified in "Exhibit C" for completion of any separately identified phase of the work which, at the time of termination, has been started by request of COUNTY, plus a prorata share of any percentage retention specified.
- 7. On completion or termination of Contract, COUNTY shall be entitled to immediate possession of, and CONSULTANT shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONSULTANT for this particular project prior to any termination. No documents prepared pursuant to this Contract or any modifications thereof shall be copyrighted by CONSULTANT or by COUNTY. CONSULTANT may retain copies of said original documents for CONSULTANT'S files.
- 8. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this Contract. During the term of this agreement CONSULTANT shall not employ or compensate personnel currently employed by COUNTY. CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to the COUNTY's subject project. This includes contracts and arrangements with manufacturers, suppliers, contractors or other third parties which possess or seek to obtain a financial interest related to the County's subject project. In performing services under this Contract, CONSULTANT acknowledges that it may be subject to laws addressing financial conflicts of interest such as the Political Reform Act ("Act"), Government Code section 81000 et seq. CONSULTANT shall comply with financial disclosure requirements under the Act as directed by COUNTY, and shall not engage in activities that may constitute a conflict of interest under applicable law.
- 9. a. CONSULTANT shall, throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:

- 1) Commercial General Liability insurance shall provide minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
- 2) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000, if applicable.
- 3) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in annual aggregate coverage. Professional Liability insurance is not required if the CONSULTANT does not provide design services including the preparation of plans or specifications, or survey services as part of design or project layout during the completion of this Contract.
- b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide COUNTY with copies of certificates of all polices written and each shall contain an endorsement that they are not subject to cancellation without 30 days prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name County of Ventura and its officials employees and agents as additional insured ("Additional Insureds") on CONSULTANT'S general and automobile liability insurance policies. All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. CONSULTANT agrees to waive all rights of subrogation against the Additional Insureds for losses arising directly or indirectly from the activities or work performed by CONSULTANT hereunder.
- 10. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this Contract.

CONSULTANT:	COUNTY: COUNTY OF VENTUR	
Signature	Keith Freitas, Director of Airports	
Printed Name and Title		
Taxpayer I.D. No.		

#### **EXHIBIT A**

# **SCOPE OF WORK AND SERVICES**

Consultant shall provide professional consulting services during the period from July 1, 2025 to June 30, 2026, as requested by the Director of Airports or his designated representative. Such services shall include, but are not limited to management consulting services, civil engineering, architectural engineering, design review, specification writing, grant support, construction administration services, disadvantage business enterprise support, cost engineering/estimates, materials testing and monitoring, project planning, survey, environmental planning, environmental review services, planning services.

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

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

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

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

END OF EXHIBIT A

EXHIBIT B

TIME SCHEDULE

All work under this contract shall be completed by June 30, 2026.

END OF EXHIBIT B

EXHIBIT C

# FEES and PAYMENT

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

1. Fee Schedule (See Exhibit C-1)

County shall compensate Consultant at the above rate, but not to exceed the sum of <a href="INSERT CONTRACT AMOUNT">[INSERT CONTRACT AMOUNT]</a> for all assigned work completed.

**END OF EXHIBIT C** 



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

May 7, 2025

Aviation Advisory Commission Oxnard Airport Authority

Subject: Receive and File Staff Update Regarding the Completed Cleaning of

Oxnard Airport's Aircraft Rescue and Firefighting Vehicles from

**Aqueous Film Forming Foam to Flourine-Free Foam** 

## **Recommendation:**

Receive and file staff update regarding the completed cleaning of all four Aircraft Rescue and Firefighting vehicles (ARFF) from Aqueous Film Forming Foam to Flourine-Free Foam.

# **Fiscal Impacts:**

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 recommended action.

#### **Discussion**:

The Department of Airports is pleased to report that as of April 23, 2025, Clean Harbors has successfully completed the decontamination of the foam tanks and associated piping on all four of our ARFF vehicles at Oxnard Airport. This process fully removed residual Polyfluoroalkyl substances (PFAS) that was present in the Aqueous Film Forming Foam (AFFF) from each tank, ensuring compliance with both State and Federal regulations concerning PFAS.

With the tanks now free of any AFFF residue, we will proceed to refill two of the four ARFF trucks with the FAA-approved Flourine-Free Foam (F3) agent. This transition not only preserves our firefighting performance standards, but also eliminates future PFAS use and potential environmental release. The benefits of F3, including its biodegradability, align with our commitment to environmental sustainability.

This milestone underscores our commitment to both the safety of airport operations and the long-term protection of our surrounding community and environment.

AAC/OAA ARFF Vehicle Foam Completion May 7, 2025 Page 2

If you have any questions regarding this update, please do not hesitate to call me at (805) 388-4290.

CASEY PULLMAN, C.M.

**Deputy Director of Airports** 



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372 Fax: (805) 388-4366

https://vcairports.org

May 7, 2025

**Aviation Advisory Commission** Camarillo Airport Authority Oxnard Airport Authority

#### Subject:

Approval of the Department of Airports' Fiscal Year 2025-26 Rent and Fee Schedule, Effective July 1, 2025; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Extensions, Amendments, Consents, Agreements. Notices, and Unlawful Detainer Complaints in Accordance with the

**Provisions of the Schedule** 

# **Recommendations:**

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

- 1. Approve the Department of Airports' ("Department") FY 2025-26 Rent and Fee Schedule (Exhibit 1 is a clean version and Exhibit 2 is a legislative version with track changes), with an effective date of July 1, 2025; and
- 2. Authorize the County Executive Officer and the Director of Airports to execute certain leases, subleases, licenses, permits, special use/activity permits, operation agreements, extensions, amendments, consents, termination notices, and unlawful detainer complaints as described in section III of the attached resolution (pages 8-18 of Exhibit 1)
- 3. Approve, adopt, and execute the resolution (pages 39-46 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.

# Fiscal Impact(s):

	FY 2025-26		
Revenues	\$	10,339,257	
Costs	\$	10,337,333	
Net Airports' Revenue	\$	1,924	

Funding Source(s): The rents and fees provide the primary source of funding for the Airport Enterprise Fund other than federal and state grants.

Match requirement: None

## **Discussion:**

At the recommendation of the Auditor-Controller, the Department's rents and fees are reviewed annually for appropriate adjustment in accordance with those policies set forth in that resolution establishing airports' rents and fees. Staff previously brought this item before your Commission/Authorities in March. The Commission approved the item, and the Authorities requested that additional research be completed regarding insurance requirements. Below is a summary of changes that have been incorporated into the Rent & Fee Schedule since your Commission/Authorities last reviewed the document in March.

- 1. Rates have been adjusted for personnel where time is charged to grants, tenant requested maintenance, and/or tenant requested operations that are not part of our day-to-day business. Rates are adjusted to reflect cost recovery only and reflect updated information of personnel labor rates.
- 2. Transaction fees will be implemented for the upcoming year for tenants utilizing the electronic payment portal (ePay). The following fees apply: Credit Cards/Debit Cards: 2.75%/1.75% of transaction amount (minimum of \$1.00 fee); Electronic Checks (eChecks) \$1.10 per transaction. In the past we have waived these fees however we understand other County Departments charge these fees, and we are coming into compliance with Fiscal's request.
- 3. We have added a new annual permit fee of \$6,000.00 for Skydiving activities at the airports, as we have recently conducted testing with a skydiving company at Oxnard Airport and identified landing areas and operations with the FAA tower. This is a nonexclusive license so multiple skydiving businesses would potentially be able to use the same landing area. This fee is derived from surveys of other southern California region airports' fees, cost recovery metrics and charges for rental of County facilities.
- 4. **Exhibit "A"** Insurance Requirements has been updated in concert with County Risk Management to reflect current standards and limits of insurance coverage required for tenants and users of the County airports. Upon the request of the Airport Authority in the March meeting to investigate other airports' requirement

AAC/CAA/OAA FY 2025-26 Rent and Fee Schedule May 7, 2025 Page 3

for a limit greater than \$100,000 per passenger liability requirement (our proposed limit was \$250,000 per passenger), we followed up with the previously surveyed airports for this particular requirement and concluded that \$100,000 is more commonly used. Therefore the category does not require any modification from the existing Rent and Fee insurance requirements and the previous proposed change has been rescinded.

The proposed Department of Airports' Rent and Fee Schedule, to become effective July 1, 2025, is recommended for the Board's approval and contains the adjustments noted above.

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

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

**Director of Airports** 

Attachments:

Exhibit 1 – FY 2025-26 Rent and Fee Schedule - Proposed Clean Version Exhibit 2 – FY 2025-26 Rent and Fee Schedule - Proposed Track Changes Version

# RENT AND FEE SCHEDULE DEPARTMENT OF AIRPORTS

Rents and Fees Common to Camarillo and Oxnard Airports

Effective July 1, 2025

# **Summary of Rent & Fees**

# FY 2025-26

CHARGE	Rent or Fee	
Administration Fee - Applies to each new lease processing action by Department	\$	150.00
Transient Tie-downs - Per Overnight (Not on Corporate Ramp)		
Single Engine	\$	8.00
Multi Engine	\$	10.00
Large Aircraft over 12,500 LBS		Equal to Landing Fee
Transient Ramp Area - Day Use (24 hrs or any portion)		
Commercial / FBO / Overflow Use -Fee Per Day or Portion- under 12,500 lbs	\$	25.00
Commercial / FBO / Overflow Use - Fee Per Day or Portion 12,500 - 40,000 lbs	\$	50.00
Commercial / FBO / Overflow Use - Fee Per Day or Portion - over 40,000 lbs	\$	100.00
Commercial / FBO / Overflow Use - Fee Per Day or Portion - Helicopters	\$	50.00
Government/Contract Fire Fighting Aircraft		No charge
Leased Tiedowns - Per Space, Month to Month Basis		
Standard	\$	112.00
Pull-through	\$	153.00
Large Aircraft over 12,500 LBS (See also Exhibit B)		10x Landing Fee
Ground Rent - With Private Hangars - Per SF, Per Month	\$	0.150
County Owned Hangar Rent - Per SF, Per Month		
Constructed Prior to 2019	\$	0.400
Constructed After 2019	\$	0.540
Electric Service - Per Month (if applicable)	\$	15.00
AIRCRAFT OPERATIONS		
Landing Fees		
Air Carriers - Minimum Fee / Fee per 1,000 LBS MTOW	\$	15.49
Air Carriers - Fee per 1,000 LBS MTOW (Rounded to nearest thousand pounds)	\$	1.44
Lighter-than-air Aircraft Daily Use Fee	\$	113.00
Small Aircraft under 12,500 LBS (Non-Commercial)		No charge
Fuel Flowage/Storage		
Fuel Flowage per delivered gallon (Except Unleaded Fuels in FY25-26)	\$	0.06

# **Summary of Rent & Fees**

# FY 2025-26

CHARGE	Rent or Fee
Facility Fee - For Use of County Fuel Farm	\$ 0.02
Oil Flowage	\$ 0.15
Fuel Tank Rental - For Storage of Fuel in County Fuel Farm (Except Unleaded Fuels in FY25-26)	\$ 0.046

#### **GOVERNMENT AIRCRAFT - WITHOUT CHARGE\***

#### **AIRPORT BUILDINGS/IMPROVEMENTS (County-Owned)**

Rent (Non-Aviation) - Per SF, Per Month

Storage Lots/Units (including storage units on ends of hangar buildings)

Rent (Aviation) - Per SF, Per Month

Hangar

Shop

Office

Ramp

Term of Lease (Non-Aviation) - Capital Investment /Improvements Per Acre, Per Year CMA/OXR Term of Lease (Aviation) - Capital Investment/Improvements Per Acre, Per Year CMA/OXR

Full Service ASP Lmited Service ASP

Single Service ASP

# Market Rate Per Appraisal Market Rate Per Appraisal

\$	0.40
\$	0.40
\$	0.50
\$	0.0886
\$20k / \$10 k	

\$20k / \$10 k	
\$20k / \$10 k	
\$20k / \$10 k	

# **AIRPORT LAND/GROUND AREAS**

Ground Rent (Aviation & Non-Aviation) - Per SF, Per Year

Ground Leases (Non-Aviation)

Ground Leases (Aviation)

Percentage Rent

Term of Lease (Aviation and Non-Aviation) - Improvements Per Acre, Per Year CMA/OXR Month to Month Ground Lease

\$	1.50
\$	0.975
	As negotiated
\$20k / \$10 k	
	Minimum Rent

Page 2 202

# **Summary of Rent & Fees**

# FY 2025-26

CHARGE	Rent or Fee	
AUTO PARKING		
Oxnard Terminal Pay Lot		
0-4 HRS	Free	
4-6 HRS	\$ 4.00	
6-12 HRS	\$ 6.00	
12-24 HRS	\$ 15.00	
Each Additional Day	\$ 15.00	
Permit Parking		
Rent-A-Cars - Per Month, Per Space	\$ 20.00	
All Others - Per Month, Per Space	\$ 25.00	
Permit Replacement Fee	\$ 5.00	
IRPORT PERMITS		
Commercial Activity Permits		
Permit Fee - Aviation Commercial		
Daily Permit	\$ 281.00	
Additional Consecutive Days	\$ 36.00	
Annual Permit - Mobile Mechanic, Independent Flight Instructor, Self-Fueler	\$ 750.00	
Annual Permit Renewal - Mobile Mechanic, Independent Flight Instructor, Self-Fueler	\$ 500.00	
Annual Permit - Skydiving (new)	\$ 6,000.00	
Permit Fee - Non-Aviation Commercial		
Daily Permit	\$ 436.00	
Additional Consecutive Days	\$ 100.00	
Monthly	\$ 871.00	
Annual	\$ 2,438.00	
Commercial Film/Photography Permits (on Non-Leased Property)	_	
Feature/TV/Commercial/Movie Filming per day (1-20 Cast/Crew)	\$15k 1st day, \$10k/day thereafte	
Feature/TV/Commercial/Movie Filming per day (21+ Cast/Crew)	\$20k 1st day; \$10k/day thereafte	
Commercial Photography per day	\$ 800.00	

# **Summary of Rent & Fees**

# FY 2025-26

CHARGE		Rent or Fee	
Acvitity on Leasehold per day	\$	262.00	
Special Use Permit Fee - Non-Commercial, Individual, and/or Community/Club Activity	<u> </u>		
Daily Fee	\$	436.00	
Additional Consecutive Days	\$	100.00	
Annual Fee	\$	2,438.0	
Use Permit for Promotion of Aviation/Non-profit Community Activity		Fee Waiver Require	
Special Uses Requiring Extra or Overtime Operations Personnel	Us	e Fee Plus Personnel Cost	
Aircraft Repair Work Areas (Wash Racks)			
Aircraft Owner Use (Non-Commercial) - Per 4 Hour period	\$	25.0	
Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles			
Taxi/Shuttle Permit Fee - Annual (Intra-County Services)	\$	1,583.0	
Taxi/Shuttle Permit Fee - Annual (Outside of County Services)	\$	2,438.0	
Taxi/Shuttle Permit Fee - Monthly (Director of Airports Approval Required)	\$	132.0	
Courtesy Vehicle Permit Fee - Annual	\$	211.0	
Off-Airport Rental Cars (Separate License Required)	8.5% Attributable Gi		
Restaurant			
Restaurant - Major Operation - Base Rent		As negotiate	
Restaurant - Major Operation - Percentage Rent		As negotiate	
Restaurant - Minor Operation - Base Rent		Minimum Base Ren	
Restaurant - Minor Operation - Percentage Rent		6% of Gro	
Disabled Aircraft Fees			
Runway/Taxiway Closure Hourly Fee - First two hours free then:	\$	1,000.0	
Ramp or Tiedown Storage Daily Fee - First 90 days	\$	25.0	
Ramp or Tiedown Storage Daily Fee - After 90 days	\$	50.0	
Ramp or Tiedown Storage Monthly Fee - After 90 days	\$	1,500.0	
County-Owned Hangar Storage Daily Fee (if available)	\$	100 per day, max 90 day	

**Electronic Payment Convenience Fee (per transaction)** 

Credit/Debit Cards on ePay Electronic Checks (eChecks)

2.75% / 1.75%
\$ 1.10

# Department of Airports Fiscal Year 2025 - 2026

# **Summary of Rent & Fees**

# FY 2025-26

Documents executed by Director of Airports Documents executed by Board of Supervisors Documents reviewed by County Counsel  Transfer Fee for Long Term Lease, Private Hangar Sales  Document Copying Fee - Per Page Bad Check Charge Security Gate Cards - New Security Gate Cards - Lost Card Replacement Airfield Infractions/Citations (1st/2nd/3rd violations) Parking Citations Late Fee (of Unpaid Balance imposed on 11th calendar day of month) Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 1th calendar day of month) Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 1th calendar day of month) Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 1th calendar day of month) Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 1th calendar day of month) Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th calendar day of month) Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour Late Fee (of Unpaid Balance imposed on 11th c	CHARGE		Rent or Fee
Documents executed by Board of Supervisors Documents reviewed by County Counsel  Transfer Fee for Long Term Lease, Private Hangar Sales  Document Copying Fee - Per Page \$ \$ 0.00 Bad Check Charge \$ Security Gate Cards - New \$ Security Gate Cards - Lost Card Replacement Airfield Infractions/Citations (1st/2nd/3rd violations) Parking Citations Late Fee (of Unpaid Balance imposed on 11th calendar day of month) Airport Sweeper Service Fee - Per Hour or Portion of Hour Use of VC Advanced Air Mobility Test Range Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Supervisor Speciations	Document Processing Fee	_	
Transfer Fee for Long Term Lease, Private Hangar Sales  Document Copying Fee - Per Page  Bad Check Charge  Security Gate Cards - New  Security Gate Cards - Lost Card Replacement Airfield Infractions/Citations (1st/2nd/3rd violations) Parking Citations Late Fee (of Unpaid Balance imposed on 11th calendar day of month) Airport Sweeper Service Fee - Per Hour or Portion of Hour Lise of VC Advanced Air Mobility Test Range Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager Grant Billing - Federal Grants - Projects Administrator Frivate Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Senior Accounting Tech Salamance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Senior Operations Workers - Senior Operations Workers - Supervisor Salamance Workers - Supervisor Salamance Workers - Supervisor Salamance Workers - Supervisor Salamance Salam	Documents executed by Director of Airports	\$	50.00
Transfer Fee for Long Term Lease, Private Hangar Sales  Document Copying Fee - Per Page  Bad Check Charge  Security Gate Cards - New  Security Gate Cards - Lost Card Replacement  Airfield Infractions/Citations (1st/2nd/3rd violations)  Parking Citations  Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobility Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Supervisor Speciations Workers - Supervisor Speciations Workers - Supervisor Speciations Workers - Officer	Documents executed by Board of Supervisors	\$	250.00
Document Copying Fee - Per Page  Bad Check Charge  Security Gate Cards - New  Security Gate Cards - Lost Card Replacement  Airfield Infractions/Citations (1st/2nd/3rd violations)  Parking Citations  Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobility Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator  Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist  Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation  Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation  Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator  Grant Billing - Federal Grants - Senior Accounting Tech  Grant Billing - Federal Grants - Office Assistant III  Maintenance Workers - Supervisor  Maintenance Workers - Supervisor  Maintenance Workers - Supervisor  Operations Workers - Supervisor  Operations Workers - Supervisor  \$ 140.  9 20.	Documents reviewed by County Counsel	\$	250.00
Bad Check Charge  Security Gate Cards - New  Security Gate Cards - Lost Card Replacement  Airfield Infractions/Citations (1st/2nd/3rd violations)  Parking Citations  Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobility Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator  Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist  Private Development Review / Permitting / CEQA Lead Agency - Deputy Director  Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation  Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator  Grant Billing - Federal Grants - Senior Accounting Tech  Grant Billing - Federal Grants - Office Assistant III  Maintenance Workers - Supervisor  Maintenance Workers - Supervisor  Maintenance Workers - Supervisor  Operations Workers - Supervisor  \$ 140.  Operations Workers - Supervisor  \$ 140.  Operations Workers - Officer	Transfer Fee for Long Term Lease, Private Hangar Sales		2%
Security Gate Cards - New  Security Gate Cards - Lost Card Replacement  Airfield Infractions/Citations (1st/2nd/3rd violations)  Parking Citations  Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobility Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator  Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist  Private Development Review / Permitting / CEQA Lead Agency - Deputy Director  Private Development Review / Permitting / CEQA Lead Agency - Deputy Director  Private Development Review / Permitting / CEQA Lead Agency - Deputy Director  Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation  Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation  Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator  Grant Billing - Federal Grants - Senior Accounting Tech  Grant Billing - Federal Grants - Senior Accounting Tech  Grant Billing - Federal Grants - Senior Accounting Tech  Maintenance Workers - Supervisor  Maintenance Workers - Supervisor  Maintenance Workers - Supervisor  Salanta Illia  Operations Workers - Supervisor  Salanta Illia  Operations Workers - Supervisor  Salanta Illia  Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation  Salanta Agency - Director of Aviation  Salanta Agency - Deputy Director  Salanta Agency - Deputy D	Document Copying Fee - Per Page	\$	0.040
Security Gate Cards - Lost Card Replacement  Airfield Infractions/Citations (1st/2nd/3rd violations)  Parking Citations  Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobility Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Senior Operations Workers - Supervisor Specialist Speciali	Bad Check Charge	\$	25.00
Airfield Infractions/Citations (1st/2nd/3rd violations)  Parking Citations  Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobility Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Supervisor Operations Workers - Supervisor Operations Workers - Supervisor	Security Gate Cards - New	\$	20.00
Parking Citations  Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobility Test Range Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Senior Operations Workers - Senior Operations Workers - Senior Operations Workers - Officer  \$ 108.	Security Gate Cards - Lost Card Replacement	\$	16.00
Late Fee (of Unpaid Balance imposed on 11th calendar day of month)  Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobiltiy Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Lead Maintenance Workers - Senior Operations Workers - Supervisor Operations Workers - Supervisor Superviso	Airfield Infractions/Citations (1st/2nd/3rd violations)	\$	100/200/500
Airport Sweeper Service Fee - Per Hour or Portion of Hour  Use of VC Advanced Air Mobiltiy Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Senior Operations Workers - Supervisor Supervisor Operations Workers - Supervisor	Parking Citations	\$	50.00
Use of VC Advanced Air Mobiltiy Test Range  Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Supervisor Operations Workers - Supervisor Operations Workers - Officer  \$ 108.5	Late Fee (of Unpaid Balance imposed on 11th calendar day of month)		10%
Other Hourly Rates  Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Senior Operations Workers - Supervisor Specialist Speciali	Airport Sweeper Service Fee - Per Hour or Portion of Hour	\$	118.00
Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Lead Maintenance Workers - Senior Operations Workers - Supervisor \$ 140.8	Use of VC Advanced Air Mobiltiy Test Range	\$1500/day	, \$6k /week
Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Supervisor Maintenance Workers - Senior Operations Workers - Supervisor Operations Workers - Officer  \$ 158.8  \$ 221.  \$ 221.  \$ 286.  \$ 180.8  \$ 190.3  \$ 190.3  \$ 190.3  \$ 110.5  \$ 111.3  \$ 116.5  \$ 110.8	Other Hourly Rates		
Private Development Review / Permitting / CEQA Lead Agency - Deputy Director Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation \$ 286.5 Private Development Review / Permitting / CEQA Lead Agency - Lease Manager \$ 180.8 Grant Billing - Federal Grants - Projects Administrator \$ 190.3 Grant Billing - Federal Grants - Senior Accounting Tech \$ 120.3 Grant Billing - Federal Grants - Office Assistant III Maintenance Workers - Supervisor Maintenance Workers - Lead Maintenance Workers - Senior Operations Workers - Supervisor  Operations Workers - Officer \$ 108.9	Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator	\$	190.20
Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator  Grant Billing - Federal Grants - Senior Accounting Tech  Grant Billing - Federal Grants - Office Assistant III  Maintenance Workers - Supervisor  Maintenance Workers - Lead  Maintenance Workers - Senior  Operations Workers - Supervisor  Operations Workers - Officer  \$ 286.9  \$ 180.8  \$ 190.8  \$ 190.8  \$ 120.8  \$ 120.8  \$ 111.8  \$ 111.8  \$ 111.8  \$ 110.8  \$ 111.8  \$ 108.9  \$ 108.9  \$ 108.9  \$ 108.9	Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist	\$	158.88
Private Development Review / Permitting / CEQA Lead Agency - Lease Manager  Grant Billing - Federal Grants - Projects Administrator  Grant Billing - Federal Grants - Senior Accounting Tech  Grant Billing - Federal Grants - Office Assistant III  Maintenance Workers - Supervisor  Maintenance Workers - Lead  Maintenance Workers - Senior  Operations Workers - Supervisor  Operations Workers - Officer  \$ 180.8  \$ 190.3  \$ 120.3  \$ 120.3  \$ 147.0  \$ 147.0  \$ 111.3  \$ 111.3  \$ 110.8	Private Development Review / Permitting / CEQA Lead Agency - Deputy Director	\$	221.78
Grant Billing - Federal Grants - Projects Administrator  Grant Billing - Federal Grants - Senior Accounting Tech  Grant Billing - Federal Grants - Office Assistant III  Maintenance Workers - Supervisor  Maintenance Workers - Lead  Maintenance Workers - Senior  Operations Workers - Supervisor  Operations Workers - Officer  \$ 190.2  \$ 120.3  \$ 93.9  \$ 147.0  \$ 111.3  Operations Workers - Supervisor  \$ 140.9  \$ 108.9	Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation	\$	286.56
Grant Billing - Federal Grants - Senior Accounting Tech Grant Billing - Federal Grants - Office Assistant III  Maintenance Workers - Supervisor Maintenance Workers - Lead Maintenance Workers - Senior Operations Workers - Supervisor Operations Workers - Officer  \$ 120.2  \$ 93.9  \$ 147.0  \$ 111.3  \$ 120.2  \$ 140.9  \$ 140.9  \$ 120.2  \$ 140.9  \$ 140.9  \$ 120.2  \$ 1	Private Development Review / Permitting / CEQA Lead Agency - Lease Manager	\$	180.85
Grant Billing - Federal Grants - Office Assistant III\$ 93.9Maintenance Workers - Supervisor\$ 147.0Maintenance Workers - Lead\$ 116.9Maintenance Workers - Senior\$ 111.3Operations Workers - Supervisor\$ 140.9Operations Workers - Officer\$ 108.9	Grant Billing - Federal Grants - Projects Administrator	\$	190.20
Maintenance Workers - Supervisor\$147.0Maintenance Workers - Lead\$116.9Maintenance Workers - Senior\$111.3Operations Workers - Supervisor\$140.9Operations Workers - Officer\$108.9	Grant Billing - Federal Grants - Senior Accounting Tech	\$	120.24
Maintenance Workers - Lead\$116.9Maintenance Workers - Senior\$111.3Operations Workers - Supervisor\$140.9Operations Workers - Officer\$108.9	Grant Billing - Federal Grants - Office Assistant III	\$	93.95
Maintenance Workers - Senior\$111.3Operations Workers - Supervisor\$140.5Operations Workers - Officer\$108.5	Maintenance Workers - Supervisor	\$	147.01
Operations Workers - Supervisor\$140.5Operations Workers - Officer\$108.5	Maintenance Workers - Lead	\$	116.93
Operations Workers - Officer \$ 108.5	Maintenance Workers - Senior	\$	111.33
	Operations Workers - Supervisor	\$	140.59
Operations Workers - Senior Officer \$ 132.4	Operations Workers - Officer	\$	108.51
	Operations Workers - Senior Officer	\$	132.44

# **LEASE/LICENSE AGREEEMENTS**

Page 5 205

# Department of Airports Fiscal Year 2025 - 2026

# **Summary of Rent & Fees**

FY 2025-26

CHARGE	Rent or Fee
Full Service Aeronautical Service Provider	As Negotiated

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# **Camarillo Airport**



# **Oxnard Airport**





Transient Parking



Terminal Apron



Designated Work Area (Wash Rack)

Rent & Fee Schedule Exhibit I-D Revised February 2025

# DEPARTMENT OF AIRPORTS RENT AND FEE SCHEDULE INDEX

Summary Table of Fees		ollows Table of Contents
I.	AIRCRAFT STORAGE	3
II.	AIRCRAFT OPERATIONS	5
III.	GOVERNMENT AIRCRAFT	6
IV.	AIRPORT BUILDINGS/IMPROVEMENTS	7
V.	AIRPORT LAND/GROUND AREAS	8
VI.	AUTO PARKING	10
VII.	AIRPORT PERMITS	10
VIII.	MISCELLANEOUS CHARGES	14
IX.	LEASE/LICENSE AGREEMENTS	16
X.	ACCESS TO AIRPORT FROM ADJACENT PRIVATE PI	ROPERTY 18
XI.	INSURANCE REQUIREMENTS	19
EXHII	BIT "A" Insurance Requirements	19
EXHII	BIT "B" Private Hangars-Ground Area	39
RESC	DLUTION OF THE BOARD OF SUPERVISORS	40

# I. AIRCRAFT STORAGE

No aircraft shall be allowed to remain as tenants in/on assigned aircraft storage space on either Camarillo or Oxnard Airport without having first registered with the Director of Airports, or his representative, and having obtained a valid permit, Lease Agreement, or License Agreement as required and having paid the fees as set forth below:

The following shall apply to all aircraft storage Lease and License Agreements:

Fee: All fee calculations listed under this section will be rounded to the nearest whole dollar.

Late Fee: Storage Hangar Lease and License Fees are due and payable on or before the first of each month and if not received before the 16<sup>th</sup> day of each month a late charge of \$15 shall be added.

Security Deposit: Tenant shall provide County with and thereafter maintain a refundable cash security deposit in an amount equal to one (1) month's rent in effect at the time of initial license sign-up.

Transient aircraft shall be charged fees as set forth below in A:

- A. <u>Transient Tie-downs</u> (overnight) 12,500 lb. or less
  - 1. Single Engine \$8/day
  - 2. Multi Engine \$10/day
  - 3. Aircraft over 12,500 lb. refer to section C below

(Note: see Section II. A. Landing Fees count as first night daily fee)

- B. Tie-downs (month to month)
  - 1. Push in/out \$112/month
  - 2. Taxi in/out \$153/month
- C. Large Aircraft (over 12,500 lb.)

Unless parked by a commercial operator, Tie-down/Monthly and Transient/Daily Fees: Daily fee \$1.44 per 1,000 lbs. of Max. gross take-off weight. Monthly fee is 10 times the daily fee. Fees are rounded to the nearest whole dollar. The first 24-hour period is included in landing fee. Statements will be sent to the aircraft owner listed in FAA registry.

D. <u>Transient Ramp Area – Commercial Day-Use and Overflow Parking Fee.</u> Commercial operators that park aircraft on a Transient Ramp Area that is owned and managed by the Department of Airports will be billed to the commercial operator according to the following schedule (piston aircraft should be parked on a tiedown leased or licensed to the operator). Refer to the Rent and Fee Schedule Index for a depiction of the Transient Ramp Area.

- 1. Jets and Turboprops less than 12,500 pounds maximum gross take-off weight \$25/day or any portion thereof.
- 2. Jets and Turboprops between 12,500 40,000 pounds maximum gross takeoff weight \$50/day or any portion thereof.
- 3. Jets and Turboprops over 40,000 pounds maximum gross take-off weight \$100/day or any portion thereof.
- 4. Helicopters \$50/day or any portion thereof.

#### NOTES:

- a) Taxi in/out spaces limited to aircraft too heavy to manually maneuver.
- b) Light Aircraft (12,500 lb. and under) with wingspans exceeding normal tie-down dimensions must rent two or more spaces to accommodate aircraft size.

# E. Ground Rent - Private Hangars

1. The rent for Privately owned hangars is based upon \$0.15 per square foot per month.

#### NOTES:

- See Exhibit B for the areas of various hangars calculated from actual measurements and rounded down to the next increment of 10 square feet.
- b) Privately owned hangars to which electrical service was installed at no cost to County and connected to a non-County metered account are exempt from the electrical service rate.
- c) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$15 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.
- d) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.

# F. <u>County Owned Hangars</u> (Examples of area - not all inclusive)

1. The rent for County owned hangars built/installed prior to 2019 is based upon \$0.40 per square foot per month. The rent for County owned hangars built/installed in or after 2019 is based upon \$0.54 per square foot per month.

## NOTES:

- a) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$15 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.
- b) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate (Daily Hangar Fee) equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.
- c) The following are examples of hangar areas not all inclusive:

#### Inventory installed prior to 2019:

# Inventory installed in or after 2019:

- 1. Port-A-Port (750,800,850,900 S.F.)
- 2. Fixed T (1,000 S.F.)
- 3. Port-A-Port (1,050 S.F.)
- 4. NUNNO (1,100 S.F.)
- 5. NUNNO (1,400 S.F.)
- 6. Port-A-Port (2,000 S.F.)

- 1. Tee Hangars (1,130 S.F.)
- 2. Tee Hangars (1,300 S.F.)
- 3. Tee Hangars (1,500 S.F.)
- 4. Tee Hangars (2,770 S.F.)

# II. <u>AIRCRAFT OPERATIONS</u>

# A. Landing Fees

 Air Carriers (scheduled commercial – non-based) and Air Taxis (non-scheduled commercial – non-based) shall be charged a minimum landing fee of \$15.49 or \$1.44 per 1,000 pounds of gross weight, rounded to the nearest whole dollar, whichever is greater. The term "gross weight" shall be the certified maximum gross takeoff weight specified by FAA for the type of aircraft.

NOTE: Landing Fee includes first overnight parking fee.

- 2. Privately owned or leased aircraft (non-based), not used for hire or compensation, shall be exempt from landing fees up to 12,499 pounds. However, heavier aircraft shall be charged at the rate in 1. above if 12,500 pounds or heavier.
- 3. Lighter-than-air Aircraft Use Fee. Lighter-than-air aircraft such as airships, dirigibles, blimps and balloons shall be charged a daily use fee of \$113. The payment of this fee shall entitle the operator to a mooring location on a site assigned by the airport, as well as parking for support vehicles. Prior permission of the Director of Airports is required.

# B. Fuel Flowage/Storage

- 1. Fuel Flowage All vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Fuel Flowage Fee of \$0.06 per delivered gallon.
- 2. Facility Fee (For use of County Fuel Farm Facilities) vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Facility Fee of \$0.02 per delivered gallon.

NOTE: Tenant will pay actual cost of utilities on a pro rata basis and will be billed quarterly for those costs. An annual adjustment will be made at the end of each year.

- 3. Oil Flowage All vendors who dispense aviation oil upon County Airports shall pay the County an Oil Flowage Fee of \$0.15 per delivered gallon.
- 4. Fuel Tank Rental Whenever County owned tanks are utilized to store fuel, a Fuel Storage Fee of \$0.046 per delivered gallon shall be paid to County.

NOTE: Flowage and Storage Fees are due with submission of Quarterly Fuel Flowage Reports and are in addition to all other rents due.

- a) Late fees of 10% are applicable to flowage and storage fees when not paid by the thirtieth day following the end of each quarter.
- b) Fuel/Petroleum Vendors and Self-Fueling Operators shall obtain and maintain all permits and associated fees.
- c) An exception for FY 2025-26 is the Fuel Flowage Fee and Storage Fee for qualifying Unleaded AvGas formulations will be waived.

## III. GOVERNMENT AIRCRAFT

Airport facilities shall be made available to government aircraft (state or federal) without charge except if the use by government aircraft is substantial. Substantial use shall be considered to exist when during any calendar month:

- 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 movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- C. Government aircraft are based or use airport(s) in excess of any 90-day period.

This is in conformance with those assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970.

# IV. <u>AIRPORT BUILDINGS/IMPROVEMENTS</u>

# A. Rent (Non-Aviation)

The lease rental rate for airport-owned non-aviation buildings and improvements, including storage areas and facilities, shall be based on Fair Market Value, including percentage rents, as established by an appraisal by the Real Estate Services Division of the Public Works Agency or an outside, independent appraiser. The appraisal and subsequent rental rates shall reflect whether or not one or more utilities may be included. The rental rate shall also reflect if any other services such as maintenance or janitorial are included. Rent increases, as often as annually, may be negotiated between the parties. The Director of Airports shall have discretion to negotiate modifications to annual rental increases.

# B. Rent (Aviation)

Per Policy 3, the lease rental rate for airport-owned aviation buildings and improvements shall be based on Fair Market Value or as otherwise calculated based on policy, subject to approval by the Board of Supervisors.

Current rates per square ft. per month are:

	<u>Camarillo</u>	<u>Oxnard</u>
Hangar	\$0.40	\$0.40
Shop	\$0.40	\$0.40
Office	\$0.50	\$0.50
Ramp	\$0.0886	\$0.0886

# C. <u>Term of Lease (Minimum Qualifications) Non-Aviation</u>

A capital investment of \$20,000 per acre, per year of lease, may be required, as approved by the Director of Airports, and such improvements shall be completed within two years or less, or as negotiated in the lease.

# D. <u>Term of Lease (Minimum Qualifications) Aviation</u>

- 1. <u>Full Service ASP- CMA/OXR:</u> A minimum capital investment of \$20,000/\$10,000 per acre, per year, is required, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first five years or less, or as approved by the Board of Supervisors.
- 2. Limited Service ASP- CMA/OXR A capital investment of \$20,000/\$10,000

per acre, per year, is required, as approved by the Director of Airports, and all agreed-upon improvements shall be completed within the first five years or less, or as negotiated in the lease.

3. <u>Single Service ASP- CMA/OXR A capital investment of \$20,000/\$10,000 per acre, per year, is required, as approved by the Director of Airports, and such improvements shall be completed within three years or less, or as negotiated in the lease.</u>

NOTES: Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years

Maintain roof free of leaks

Maintain landscaping in clean and healthy condition (free of trash)

E. <u>Leases up to Five Years Term may be negotiated and executed by the Director of Airports, or his/her designee.</u>

# V. <u>AIRPORT LAND/GROUND AREAS</u>

- A. Rent (Non-Aviation and Aviation)
  - Ground Leases: (Oxnard and Camarillo) All Ground Leases are subject to a minimum base rent and/or percentage rent, and, if in excess of 5 years in term, subject also toBoard of Supervisors' approval. All ground leases are subject to a 5-year rent review and adjustment.

(NOTE: Formula Minimum Rent: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be reappraised as often as yearly but at a minimum every two years, and Rental Value to be adjusted per Lease language, but not less than every 5 years.)

- a) Non-Aviation Land Rent Rate is \$1.50 per square ft. per year based on 10% ROI using February 2022, appraisal stating land value at \$15.00 per square foot.
- b) Aviation Land Rent Rate is \$0.975 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

<u>Percentage Rent</u>: Applicable Rate of all gross receipts from Tenants subject to percentage.

2. "Month to Month" Ground Leases: All Month to Month Ground Leases are subject to formula minimum base rent or negotiated rent, whichever is greater, and may be executed by the Director of Airports. All month-to-month ground leases are subject to annual review and adjustment.

(NOTE: <u>Formula Minimum Rent</u>: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be appraised and Rental Value adjusted periodically with Director of Airports' discretion).

#### NOTES:

- a) All improvements constructed by the Tenant on the Airport shall, at the option of the County, be removed and the ground area returned as nearly as practicable to its original condition or may be vested with the County upon termination of the Lease.
- b) Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years (or as needed)
Maintain roof free of leaks
Maintain landscaping in clean and healthy condition (free of trash).

- c) Agricultural leases are handled as special situations and are exempted from the foregoing guidelines and minimums. Rents shall be established by market comparisons as determined by the Director of Airports.
- d) Not-for-profit aviation museums are handled as special situations and are exempted from the foregoing formula minimum rent requirements. Land rent shall be as negotiated with the Director of Airports and approved by the Board of Supervisors.

# B. <u>Term of Lease (Non-Aviation and Aviation)</u>

1. Ground Leases: One (1) year or more leases. In order to secure a long-term ground lease beyond one (1) year, lessee shall make a capital investment of a dollar amount per acre, per year, as approved by the Director of Airports in accordance with IV.D. herein. All agreed-upon improvements shall be completed within the timeline as outlined in IV.D. herein, or as approved by the Board of Supervisors. All improvements (excluding fueling apparatus) shall transfer to County at end of 20th year, regardless of term, or as negotiated with Airport Director and approved by the Board of

Supervisors, and rent assessed for all improvements by category (example, office, storage, ramp, shop space, etc).

- 2. <u>"Month to Month" Ground or Office Leases</u>: Renewable until terminated (no options to extend).
- 3. Commercial leases in Airport Business Park. One (1) year or more.
  - C. <u>Leases up to Five Years Term may be executed by the Director of Airports or his/her designee</u>
- VI. <u>AUTO PARKING</u>. Overnight camping and RVs are expressly prohibited in all areas (aviation side and non-aviation side).
- A. Terminal Area Parking (Oxnard Terminal Building)

0-4 hours free

4-6 hours \$4

6-12 hours \$6

12-24 hours \$15

Each additional 24 hours \$15/day; maximum 30 days stay per vehicle

- B. <u>Permit Parking</u> (Excludes Oxnard Airport Terminal Parking)
  - 1. Rent-a-Car Company \$20/month/space
  - 2. All others \$25/month/space as available
  - 3. Permit replacement fee \$5
- VII. <u>AIRPORT PERMITS</u>
- A. Commercial Activity Permits

No person or business entity other than current lessee or licensee shall sell or publicly solicit the sale of merchandise, conduct or operate a business or service for hire or compensation, or advertise or solicit business or utilize airport land area upon property under the jurisdiction of the Department of Airports unless a permit is first obtained from the Director of Airports. In order to encourage compliance with this requirement, self fuelers, flight instructors and mobile mechanic permit holders in good standing will qualify for reduced annual rates.

To qualify for a Commercial Activity Permit, the following is required:

- 1. Permit Fee, Aviation Commercial uses/activities and aircraft mobile detailing
  - a) Daily Permit \$281; ea. additional consecutive day \$36
  - b) Annual Permit

- 1. Mobile Mechanic \$750 for the first year and \$500 for annual permit renewals, if permit is not allowed to expire.
- 2. Independent Flight Instructor \$750 for the first year and \$500 for annual permit renewals, if the permit is not allowed to expire.
- 3. Self-Fueler \$750 for the first year and \$500 for annual permit renewals, if permit is not allowed to expire.
- 4. Skydiving: Annual fee of \$6,000
- 2. Permit Fee, Non-Aviation Commercial uses/activities
  - a) Daily Permit \$436; ea. additional consecutive day \$100 (up to 3 days)
  - b) Monthly Permit \$871 (as allowed)
  - c) Annual Permit \$2,438 (as allowed)
- 3. A Certificate of Insurance naming the County of Ventura and/or Department of Airports as Additional Insured with coverage as specified in Exhibit "A."
- 5. A \$20 fee will be collected on all first issue gate access cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.
- 5. Evidence of the applicable City business license.

NOTE: Permit does not allow Permittee to enter upon lessee's premises without approval of lessee. Commercial activity permit fees may be adjusted at the discretion of the Director of Airports if deemed necessary for the provision of services. One-Year Permit is subject to 30-day termination.

## B. <u>Commercial Film/Photography Permits</u>

No person or business entity shall conduct any commercial filming, photography or demonstrations upon County airports without first obtaining a permit from the Director of Airports. Commercial Filming and Commercial Photography is defined as filmmaking or photography for compensation. For the purposes of definition, the "Day" rate is for a 12-hour period.

To qualify for a Commercial Film/Photography Permit, the following is required:

#### Permit Fee

- a) Feature/TV/Commercial/Movie Filming \$15,000 for first day, then \$10,000 each additional day thereafter (includes location and basecamp 1-20 cast/crew)
- b) Feature/TV/Commercial/Movie Filming \$20,000 for first day, then \$10,000 each additional day thereafter (includes location and basecamp 21+ cast/crew)
- c) Commercial Photography \$800/day

- 2. Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A."
- 3. Security/clean up deposit equal to ½ of the initial per-day fee may be required if determined by the Director of Airports to be justified by the planned activity.

#### NOTES:

- a) The above fees apply to all or part of a facility under the jurisdiction of the Department of Airports.
- b) Maximum permit term is seven (7) days including setup and disassembly time, without advance approval of the Director of Airports.
- c) Commercial Filming and Commercial Photography Activity on leased property still requires a County permit; however, County charge for such Permit shall be limited to \$262 per day.

# C. <u>Special Use (Non-commercial) Activity Permit</u>

No person or entity shall conduct a non-commercial, individual and/or community/club activity upon County airports without first obtaining a permit from the Director of Airports.

To qualify for a Special Use Permit, the following is required:

- Permit Fee
  - a) Daily fee \$436; ea. additional consecutive day \$100
  - b) Annual fee \$2,438
- Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A" if determined by the Director of Airports to be justified by the planned activity. Any event involving alcohol, if approved, will require insurance and appropriate alcohol license from the Alcohol Beverage Control.
- 3. Security/cleanup deposit equal to the per day fee, if determined by the Director of Airports to be justified by the planned activity.

## D. <u>Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity</u>

Aviation related and/or community oriented one-time events considered to be of public interest, non-profit, and/or having a value to the aviation community, may request in writing a waiver of fees, which may be approved at the discretion of the Director of Airports. Examples: National Aviation Day, special Aircraft fly-ins, and special aviation group activities.

## E. Special Uses Requiring Extra or Overtime Personnel

Special uses requiring extra County personnel shall be charged, in addition to use fee, an hourly rate for personnel for each hour or portion thereof required (two (2) hours minimum for Airport Operations Officers).

# F. Aircraft Repair Work Areas

The use of aircraft repair work areas is available only on a reservation basis, and is limited to aircraft owners, notwithstanding commercial activity provided for herein. Reservations are required through the Department of Airports.

## No automobile washing is allowed.

Fee: \$25.00 for each four (4) hour block of time or portion thereof. No user may use the work area in a single visit in excess of 12 hours. No overnight storage of an aircraft in this area.

# G. <u>Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles/Ridesharing</u> Services

Taxicabs, scheduled shuttles, ridesharing services (such as Uber, Lyft, and related services), and courtesy vehicles may enter airport property without charge for the purpose of dropping off passengers. However, no taxicab, ridesharing service, scheduled shuttle, or courtesy vehicle shall be allowed to pick up or await passengers or to remain in the designated taxi stand or shuttle area without first having obtained a permit. Permits are valid for both airports.

### The following is required for a permit:

- 1. For services confined to Ventura County: Taxi/Shuttle Permit Fee \$1,583 per year; (at discretion of Director, may be payable \$132.00 per month in advance). For services which include travel outside of Ventura County, Taxi/Shuttle Permit Fee of \$2,438 per year (no monthly installment payment).
- 2. Courtesy Vehicle Permit Fee (Hotel/Motel vehicle to which no fee for service is charged to the customer) \$211 per year each company.
- 3. Certificate of Insurance naming the County of Ventura as Additional Insured, with coverage as specified in Exhibit "A."
- 4. Evidence of the applicable City Business License.

# H. Removal and Storage of Disabled Aircraft

Aircraft that become disabled at either airport due to unforeseen circumstances such as an accident must be removed expeditiously from any movement area (County of Ventura Ordinance 6506-4). If a disabled aircraft causes the closure of any runway or taxiway for more than 2 hours, the aircraft owner shall be

charged \$1,000 each hour until the runway and/or taxiway surfaces can be reopened. In addition, disabled aircraft that must be stored while awaiting repairs or salvage shall be subject to special disabled aircraft storage fees. If the disabled aircraft is placed on a tiedown or apron area, the owner shall be charged a tiedown fee of \$25 per day for the first 90 days. After 90 days the fee increases to \$50 per day or \$1,500 per month. The use of a vacant and available County-owned hangar for disabled aircraft storage shall be charged \$100 per day up to 90 days, after which the agreement is terminated.

### VIII. MISCELLANEOUS CHARGES

### A. Document Processing Fee/Document Review Fee by County Counsel

A fee shall be paid to County in advance for "Tenant-initiated" and/or public requested drafting and/or processing each Amendment, Assignment, Concurrence, Change of Ownership, Approval of Sublease, Extension of Terms, Option to Lease, or other modifications of month-to-month or long-term leases or research of public documents. This processing fee shall be deemed earned by County when paid and shall not be refundable. Fee is construed as reimbursement of administrative costs pursuant to transaction or research. (County or mutually initiated documents are exempted.) Document review fee for documents not on County standard forms shall require a one-time up-front fee of \$250.00 to reimburse DOA for County Counsel fees for legal review.

- 1. Documents executed by Director of Airports \$50.
- 2. Documents executed by Board of Supervisors \$250.
- 3. Document review fee by County Counsel \$250.

## B. <u>Transfer Fee for Long Term Lease (Term exceeding 1 year)</u>

2% of sales price, based on appraisal and/or purchase agreement.

## C. <u>Document Copying Fee</u>

A fee of \$0.04 per page shall be charged for reproducing all documents not associated with the conduct of routine airport business.

### D. Bad Check Charge

A "bad check" charge of \$25 will be added to that amount owed for all checks returned for insufficient funds or any other reason.

## E. Security Gate Cards

Parking and security gate cards for entrance to parking and general aviation areas (hangar and tie-down) will be issued by the Director of Airports to authorized

persons (see current Gate Card policy on file at the Department of Airports for "authorized persons"). A \$20 fee will be collected on all first issue cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.

# F. Parking Citations

Civil penalty citations issued for vehicular parking violations under Ventura County Ordinance Codes 6508-21 and 6508-22 are set at \$50 per violation.

### G. Airfield Citations

Per Section 6503-4 of the Ventura County Ordinance Code, citations may be issued for violations of the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq). First violation is \$100; second violation for same activity is \$200 and third violation is up to but not in excess of \$500.

### H. Late Fee

10% of unpaid balance (not compounded) on all leases, and licenses, including percentage rents and fees if not received before the 11<sup>th</sup> day of each month. Tiedowns/hangars refer to Section I.

## I. <u>Airport Sweeper Service Fee</u>

\$118/hour (or partial hour) for use of airport sweeper on airport. Fee includes airport personnel as sweeper operator.

### J. Other Hourly Rates

Project Permitting and Plan Reviews; Department of Airports as CEQA Lead Agency

Projects Administrator \$190.20/hour Projects Specialist \$158.88/hour Deputy Director \$221.78/hour Director of Airports \$286.56/hour Lease Manager \$180.85/hour

### Grant Billing – Federal Grants

Projects Administrator \$190.20/hour Senior Accounting Tech \$120.24/hour Office Assistant III \$93.95/hour

### Maintenance Workers

Maintenance Supervisor \$147.01/hour Senior Maintenance Worker \$111.33/hour Lead Maintenance Worker \$116.93/hour

## **Operations Workers**

Operations Supervisor \$140.59/hour Senior Operations Officer \$132.44/hour Operations Officer \$108.51/hour

### K. Administration Fee

A charge of \$150 for each new lease processing action including but not limited to the following examples: a new lease sign up, change of hangar, sale of private hangar, refund of waitlist deposits if before notice of removal.

## L. Electronic Payment Fees using ePay

The following fees apply to transactions using the electronic payment portal (ePay).

Credit Cards: 2.75% of transaction amount (Minimum Fee \$1.00)

Debit Cards: 1.75% of transaction amount (Minimum Fee \$1.00)

Electronic Checks (eChecks): \$1.10 per transaction.

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### IX. LEASE/LICENSE AGREEMENTS

### A. Types of Tenancy/Use

- 1. <u>Full-Service Aeronautical Service Provider (ASP)</u>: An operator that provides a full range of aviation services as identified in the lease agreement.
- 2. <u>Limited Service Aeronautical Service Provider (ASP)</u>: Specialized aircraft business and services, excluding fueling services, as identified in the lease agreement.
- 3. <u>Specialty Aviation Operations</u>: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit flying clubs and flight schools.
- 4. <u>Industrial or Non-Aviation Business</u>: Business of a type whose operations are not dependent on runway access or airport orientation.
- 5. <u>Land Leases</u>: Tenant constructs a building or makes improvements on

County owned land.

NOTE: Refer to Minimum Aeronautical Standards for commercial leases.

### B. <u>Improved Areas - Hangar, Office, Shop, Tie-downs, etc.</u>

### 1. Base Rent Leases - No Percentage

Base rents are established by Fair Market Value comparisons.

### 2. Percentage Rent Leases

All percentage rent leases, as determined by the Director of Airports, are subject to a fixed minimum rent based on the square footage of the premises (hangar, shop, and office space) and/or a predetermined percentage of the gross receipts for various uses.

## Tie-Down Spaces - Full Service and Limited ASP

Tie-down spaces may be assigned to the ASP in their respective leases based upon the following criteria only:

 Tie-down spaces requested by the ASP may be obtained through execution of a tie-down License Agreement and the payment of fees as shown in Section I, B and will be considered as additional rent.

### 4. Options

The rent at the beginning of an option term shall be adjusted to reflect the rate as set forth in the Board-approved Rent and Fee Schedule that is in effect on the date that the option becomes effective, or at the end of every fifth year of term, or as specified in lease.

### C. Terminal Areas - Building and Parking (Oxnard)

- 1. Air Carrier
- 2. Air Taxi and Air Charter (Non-scheduled)
- 3. Auto Rental (Rent-a-Car)
- Aviation and Non-Aviation User
- 5. Lobby Concessionaire or Licensee
  - a) Term: Up to 5 years
  - b) Minimum Rents: Established at Fair Market Value based on comparisons.
  - c) Percentage Rents: Amount by which specified percentage rent

exceeds minimum for counter, office, and cargo area (and fee for parking spaces if included in lease agreement).

### NOTES:

- In addition to space rental, auto rental tenants shall pay quarterly 10% of gross receipts. Assigned parking shall be at \$20/month per space (5 spaces minimum).
- 2) Specialty aviation services tenants in addition to space rental, 1/2% on first \$250,000 gross sales and 1% over.

# D. Air Space Testing

In addition to any ground rental (if area required on airport property) \$1,500 per day or \$6000 per week (Mon-Fri) for the use of the airport for operations testing.

# E. Off-Airport Auto Rental (Rent-A-Car)

Shall report and pay 8.5% of gross receipts attributed to airport pick-ups and execute a license and use agreement with the County.

# F. Restaurant

- 1. Major operation Base and/or percentage rent as prescribed in lease contract, based on market rents, with Board of Supervisors approval. (Longer than 5-year lease.)
- Minor operation The greater of minimum base rent and/or 6% gross receipts.
   (5 years or less.)

# X. ACCESS TO AIRPORT FROM ADJACENT PRIVATE PROPERTY

- A. All requests for company/private aircraft oriented uses shall be considered as a special situation and must be approved on an individual basis by the Director of Airports.
- B. Authorization for access to the Airports will be given on County's License Agreement format.
- C. The applicant for access to the Airport shall be required to pay for all improvements on Airports' property that are necessary and prerequisite, in the opinion of the Director of Airports, to accommodate the applicant's access needs. If Licensee is not required by County to remove all such improvements and restore the property to its original condition, the improvements shall become the property of the County.

D. Minimum rents and percentages for access may be negotiated based on type and intensity of airport use.

# XI. <u>INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES</u>

See Exhibit "A" attached.

### **EXHIBIT "A"**

# INSURANCE REQUIREMENTS FOR AIRPORTS LESSES, LICENSES AND PERMITTEES

### I. LESSEES

These are prescribed minimum limits; however, good business indicates that higher limits should be used for most businesses. In any given year, all lessees, licensees, and permittees shall maintain, or increase to maintain, the minimum insurance requirements as stipulated in the then current year Board-approved Rent and Fee Schedule. (Minimum insurance limits are subject to possible adjustment annually). Current year refers to the present County fiscal year and not the year a lease was signed.

- A. <u>Aeronautical Service Providers</u>: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.
  - 1. <u>General Liability</u>: "Occurrence" coverage in the minimum amount of \$5,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$5,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations.
  - 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$5,000,000 each occurrence.
  - 3. <u>Hangar Keepers Liability</u>: \$1,000,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
  - 4. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence. Exception: fuel trucks (see below).
  - 5. <u>Fuel Truck</u>: \$2,000,000 per vehicle.

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

### 7. .

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE: The Workers' Compensation Coverage requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business.

### B. Air Carriers:

1. <u>General Liability</u>: "Occurrence" coverage in the minimum amount of \$50,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$50,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations.

- 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$50,000,000.
- 3. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable).
- 4. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
  - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
  - E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
  - F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
    - 1. Certificates of Insurance for all required coverage.
    - 2.Additional Insured endorsements.
    - 1. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.
- C. <u>Specialty Aviation Operations</u>: Includes air taxi/charter (Part 135), aircraft leasing,

and any aircraft operating under a Special Airworthiness Certificate.

- 1. <u>General Liability</u>: Less than 9 passengers / More than 9 Passengers "Occurrence" coverage in the minimum amount of \$2,000,000 / \$5,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000/\$5,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations.
- 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.

3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.

- 4. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable).
- 5. <u>Workers' Compensation coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
  - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
  - E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
  - F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

- 1. Certificates of Insurance for all required coverage.
- 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

### NOTE:

a) The Workers' Compensation requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. .

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- D. Flying Clubs: (As defined in the Minimum Aeronautical Standards)
  - 1. <u>General Liability</u> "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$1,000,000 aggregate including personal injury, broad form property damage, products/completed operations...
  - 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.
  - 3. .
  - 3. <u>Hangar Keepers Liability</u>: (if applicable) \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.

4.

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

## E. Industrial and Non-Aviation Business:

- 1. <u>General Liability</u>: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations.
- 2. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,00,000 for each occurrence (if applicable).
- 3. <u>Workers' Compensation coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- 4.
  - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE: The Workers' Compensation requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business.

- II. <u>LESSEES AND LICENSEES</u> (Includes all based aircraft, as well as ultra-lights, occupying tiedowns, County and/or private hangars)
  - A. General Liability: "Occurrence" coverage in the minimum amount of \$100,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$1,000,000 aggregate including personal injury, broad form property damage, products/completed operations.
  - <u>B. Aircraft Liability</u>: Bodily injury including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$1,000,000 each accident. .
    - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
    - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
    - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

## III. PERMITTEES

- A. <u>Commercial Activity Permit Non-Aircraft</u>:
  - 1. General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 each occurrence, depending upon the type of activity proposed.
  - 2. Owned and Non-owned Auto Liability: Limits of \$1,000,000 for each occurrence.
  - 3. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

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- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

- B. <u>Commercial Activities Permit Aircraft, Aircraft Sales/Charter booking/brokerage</u>:
  - 1. General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 each occurrence and \$2,000,000 aggregate including personal injury, broad form property damage, products/completed operations.
  - 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations or Premises Liability (whichever is deemed appropriate by the County)</u>: Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.
  - 3. Owned and Non-owned Auto Liability: Limits of \$1,000,000 for each occurrence (if applicable).
  - 4. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee and

Employer's Liability in the minimum amount of \$1,000,000.

5.

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.
  - 3, Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

# C. <u>Commercial Activities Permit – Aircraft Mobile Me</u>chanics:

1. <u>General Liability</u>: "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limits for bodily injury and property damage each occurrence and \$1,000,000 each aggregate, including personal injury, broad form property damage, products/completed operations.

- 2. <u>Products Liability and Completed Operations Coverage</u>: Combined single limit liability coverage \$1,000,000 each occurrence.
- 3. <u>Hangar Keepers Legal Liability, ground coverage, including taxi</u> coverage: \$100,000 \$2 million each aircraft (according to aircraft value), \$100,000 \$2 million each occurrence.
- 4. Owned and Non-owned Auto Liability: Limits of \$1,000,000 for each occurrence.

5..

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.
- 3, Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.
- 6. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000

NOTE:

The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

# D. <u>Commercial Activities Permit – Independent Flight Instruction</u>:

- 1. <u>General Liability</u>: "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limits for bodily injury and property damage each occurrence and \$1,000,000 each aggregate, including personal injury, broad form property damage, products/completed operations.
- 2. <u>Aircraft and Airport Operations</u>: including passengers, products and completed operations or Premises liability (whichever is deemed appropriate by the County) Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.

3.

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.

- 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.
- 4. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000

NOTE: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

### D. <u>Special Use Permits</u>:

- 1. <u>Movie and Commercial Filming</u>:
  - a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$2,000,000 to \$5,000,000 or higher each occurrence, depending upon the type of activity proposed.
  - b. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$2,000,000 to \$5,000,000 for each occurrence, depending upon the type of activity proposed (if applicable).
  - C. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits - whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.
  - d. <u>Workers' Compensation coverage</u>, in full compliance with

California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

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- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

### 2. Commercial Photography:

a. General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$1,000,000 to \$2,000,000 or higher each occurrence, depending upon the type of activity proposed.

- b. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 to \$2,000,000 for each occurrence, depending upon the type of activity proposed.
- Indemnification and Hold Harmless Clause All activities: C. Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits - whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.
- d. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
- e. .
- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

### 3. Permitted Public Events/Non-Air Shows:

- a. General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. <u>Commercial Auto Policy</u>: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable)
- Indemnification and Hold Harmless Clause All activities: Each C. permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against and claims. lawsuits whether anv Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted subsidized whole or in or in part by

Permittee/Licensee/Lessee/Tenant.

d. <u>Workers' Compensation coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.

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- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.
- 4. <u>Permitted Aeronautical Events</u>: (Air shows, fly-ins, air meets, contests or exhibitions).
  - a. <u>General Liability including contractual, products and completed operations and owners' and contractors' protective</u>: Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 each occurrence.

- b. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable)
- Indemnification and Hold Harmless Clause All activities: Each C. permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/ lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments. officers. employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims. lawsuits whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly Permittee/Licensee/Lessee/Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.
- d. <u>Workers' Compensation coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.

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f. In addition to obtaining the above required insurance, the sponsor shall pay the additional premium charged to the Department of Airports by their insurance carrier, if any.

NOTE: Limits for specific events may be negotiated with the insurance carrier on a case-by-case basis. Requests for such consideration must be submitted to the Director of Airports for referral to Risk Management.

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

# IV. <u>CONTRACTORS</u>

### A. <u>Airport Contractors</u>:

- 1. General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage \$1,000,000 \$2,000,000 for each occurrence (depending upon the type of activity proposed) shall be as prescribed by County of Ventura Risk Management/ Board of Supervisors.
- Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence, but Public Works insurance segment may increase limits (if applicable).
- 3. <u>Workers' Compensation coverage</u>, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- 4. .

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

\*

The foregoing insurance requirements of Exhibit "A" may be amended for special circumstances as approved by County Risk Manager.

### **EXHIBIT "B"**

### PRIVATE HANGARS - GROUND AREA

The hangars listed below are identified by general brand name/type and by square footage. The square footage was obtained by actual measurement (outside) and rounded to the next increment of 10 sq. ft. to allow for minor irregularities:

BRAND NAME/TYPE	SQUARE FOOTAGE
Port-A-Port Standard	800
Port-A-Port Expando/Executive	850
Fixed T, Port-A-Port Double Expando, and Fleetwood	1,000
Port-A-Port Executive I	1,050
H & F Box	1,250
Fleetwood Rectangular and Port-A-Port Executive II	1,350
Port-A-Port Large T	1,400
Port-A-Port, Nunno, Craftsman Rectangular	1,500
Fleetwood Box	1,800
H & F, Pasco Box, Straun	2,000
H & F	2,250
Port-A-Port	2,250
Waffle Crete	2,750
Port-A-Port Box	2,900
Port-A-Port Box	3,000
Waffle Crete	4,740

Hangars not falling within categories identified above or hangars which have been altered, will pay rents calculated at the rate listed in Section I, E. And will be rounded up to next increment of 10 sq. ft.

RESOLUTION OF THE BOARD OF SUPERVISORS
ESTABLISHING RENTS, FEES, AND INSURANCE
REQUIREMENTS FOR THE COUNTY,
DEPARTMENT OF AIRPORTS, AND DELEGATING
AUTHORITY FOR EXECUTION OF CERTAIN
AGREEMENTS SUBJECT TO SPECIFIED GUIDELINES

THE VENTURA COUNTY BOARD OF SUPERVISORS HEREBY ORDERS AND RESOLVES THE FOLLOWING:

# I. RENTS, FEES, AND INSURANCE REQUIREMENTS

The Rents, Fees, and Insurance Requirements prescribed in the attached Schedule are hereby approved and adopted, and all prior inconsistent schedules are repealed.

## II. POLICY FOR ESTABLISHING RENTS, RATES AND FEES

The Rent and Fee Schedules embrace a myriad of facilities and services which require different adjustment emphasis for establishing fair market rents or appropriate fees. In the event that there is a disagreement between the County and a Tenant or Vendor regarding the imposition of rents and fees under this Rent and Fee Schedule, the parties may, but are not required to, submit to either binding arbitration or non-binding mediation. All Department of Airports' properties, facilities, and services have been placed into five categories for the purpose of defining rent and fee setting policies which have been historically used. They are outlined as follows:

### Policy 1:

It shall be County policy that those properties and/or facilities unrelated to the fundamental "public services" afforded by the Oxnard and Camarillo Airports shall be appraised for fair market rental values including percentage rents, with adjustment emphasis on comparative data from the private sector. This approach will produce a fair return to the County. Examples: industrial/office buildings, proposed industrial park, agriculture land leases.

### NOTE:

Excess revenues derived from leases identified above shall not be used to subsidize user rents and fees related to specific facilities and services (aircraft tiedowns and storage hangars), but may be used for financial support of planned capital improvement projects, and those public-use facilities and services (airfield, visitor parking, common roads, etc.) for which a total recapture of costs is recognized to be unrealistic.

### Policy 2:

It shall be County policy that those properties and/or facilities directly related to the public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be appraised for fair market value including percentage rents with adjustment emphasis on comparable data from other publicly controlled facilities operated by lessees or concessionaires. It is the intention of the County to have a policy whereby properties and/or facilities controlled by the Department of Airports, not being used by the County for public services, will be leased or licensed. The rental charges or fees will be based upon the then fair market value, taking into consideration comparable properties owned by other public entities. This approach will also provide a fair return or profit to the County. Examples of such leases/licenses: scheduled air carrier agreements (for terminal space), rental car agencies and restaurants.

## Policy 2a:

It shall be County policy to recover all costs of any infrastructure required to develop a Lease parcel from the benefited Lessee through either Lease rents or assessment, when practical. Such costs shall not be borne by existing tenants or users of the airports.

## Policy 3:

It shall be County policy that the rents and fees for those properties and/or facilities directly related to the aviation-use public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical.

### Policy 3a:

It shall be County policy that the rents and fees for those properties and/or facilities that are not-for-profit aviation museums and are operated consistent with the fundamental public services afforded by the Department of Airports, may be adjusted to reduced rental rates and fees in recognition of the tangible or intangible benefits to the airport and in accordance with FAA Order 5190.6B

### Policy 3b:

It shall be County policy that the rents and fees for those properties and/or facilities, which are County owned and County operated consistent with the fundamental public services afforded by the Department of Airports, shall use current market approaches to setting rental rates for similarly situated airports and operations via market studies or other data provided by aviation consultants This approach will result in competitive pricing of County services and serve to constrain the migration

of outside County aircraft operators seeking lower fares. Adjustments to these rates shall be by market study every five (5) years, with interim adjustments calculated by applying the Consumer Price Index (CPI) every other year or a fixed annual adjustment. Examples: aircraft tie-down, aircraft storage hangars. In calculating the costs of the above services (Policies 3), that depreciation attributed to donated assets shall be specifically excluded from such costs. This is consistent with and in conformance with assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970 which states that "no part of the Federal share of an airport development project shall be included in the rate base in establishing fees, rates, and charges for users of that airport."

# Policy 3c:

It shall be County policy that the provision by the County of aircraft storage facilities and/or property for the same purpose, shall be for the exclusive purpose of storing aircraft deemed to be in an airworthy condition. Temporary exceptions to this requirement may be granted by the Director of Airports on a case-by-case basis for current tenants, upon the demonstration of visible and reasonable progress to bring an aircraft to airworthy status, consistent with the FAA's "Policy on the Non-Aeronautical Use of Airport Hangars," Docket No. FAA 2014-0463, 81 FR 38906, § II.b. The Director of Airports may make such determinations based on periodic inspections of such facilities and/or property as frequently as once every 90 calendar days. The intent of this policy is to ensure compliance with the aircraft storage license agreements with regard to storage of aircraft that are in airworthy condition and/or aircraft that are being brought to airworthy condition versus nonairworthy aircraft being stored, in parts or in whole, or non-aviation storage including vehicles, to obtain storage space that is considered less expensive than commercially available non-aviation storage space. Examples: aircraft tie-down, county-owned storage hangars, privately-owned storage hangars.

### Policy 4:

It shall be County policy that those services, offered and administered by the Department of Airports for which a total recapture of costs is recognized to be inconceivable, be established by comparing fees with other publicly owned and operated facilities with adjustments emphasizing the recapture of as much of County costs as possible. However, fees shall be maintained at reasonable levels so that the preponderance of the general public can avail themselves of the service. This type of service will continue to reflect a loss; however, it is deemed to be an appropriate public service. Examples: runways, taxiways, roads, rest rooms, visiting aircraft parking, and other public use areas.

#### Policy 5:

It shall be County policy that those services, and/or supplies furnished to the public by the Department of Airports and regulated by law or by Administrative procedure, shall be compensated for by charging fees and deposits calculated to reimburse all of the administrative and material costs of furnishing same. Annual adjustment emphasis shall be based upon cost analysis and shall not be subject to fair market or profit considerations. Examples: commercial activity permits, aircraft towing and impound fee, document processing fee, and paper material reproduction fee.

## III. <u>AUTHORIZATION TO EXECUTE</u>.

The County Executive Officer or the Director of the Department of Airports or his/her designee are authorized to execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, and Notices of Intent to Terminate and cause Unlawful Detainer Complaints to be filed on behalf of the County of Ventura as are hereafter defined and in accordance with the provisions of the attached schedule.

### A. DEFINITIONS.

- 1. <u>LEASE OR SUBLEASE</u>: A conveyance of real property rights for occupancy or use of land, improvements, or a combination thereof. Under this authority, the Term shall not exceed five (5) years including options to extend, except that the Director of Airports may execute a form ground lease for a privately owned aircraft storage hangar with a term that exceeds five years, if the form ground lease has been previously approved by the Board of Supervisors. Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.
- 2. <u>LICENSE</u>. A conveyance of "personal" rights for occupancy or use of property under this authority, limited to one (1) year. License may be extended subject to specified time with prior Notice of Termination. Examples: Aircraft tie-downs, storage, portable hangars, ground use, vending machines, food or merchandise catering truck, carousel sign use, and land encroachments.
- PERMIT. A personal right to occupy or use property under this authority, limited to maximum term of one (1) year. Permit may be extended subject to 30-day Notice of Termination. Examples: Temporary occupancy for fixing of premises, aircraft repair work or wash/wax activities.
- 4. <u>SPECIAL USE/ACTIVITY PERMIT</u>. A personal right to occupy, use, or conduct a specified "activity", limited under this authority to a maximum of seven (7) days. (Longer periods must be renewed daily.) Examples: Air shows, movie or TV filming, photography or commercial demonstration.
- 5. OPERATIONAL AGREEMENTS. Mutually agreed upon procedures

pertaining to operational matters established between the Department of Airports and other governmental agencies.

# 6. <u>EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE.</u>

- a) An <u>Extension</u> is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
- b) An <u>Amendment</u> is a change of one or more of the terms, conditions, or covenants consistent with authorized terms and amounts specified in Board-approved rent and fee schedules.
- c) A <u>Consent</u> is a ratification of a term, condition, or covenant in an existing agreement executed by the Board made subject to "County approval". The Director of Airports may issue Consent after determining proper compliance. This includes an Assignment of Lease. The Director of Airports or his/her designee may also approve a "sublease" or "additional use" by lessee but limited to five (5) years.
- d) Notice of Intent to Terminate is a notice by which the Director or his/her designee expresses intent to terminate a Boardapproved Agreement pursuant to a breach or default. On a Board-approved Agreement, final termination shall be subject to Board approval. Leases executed by Director of Airports or his/her designee under authority delegated by this resolution may be terminated by the Director of Airports or his/her designee.
- B. <u>SECURITY DEPOSIT</u>. All tenants shall provide County with, and at all times maintain, a Security Deposit in an amount prescribed by this Resolution. Said amount shall be based on rent and adjusted periodically. Public entities governed by the Board shall be exempt. Said deposit shall guarantee tenants' full and faithful performance of all terms and conditions of their agreement. The following forms of deposit are acceptable: cash, Time Certificate of Deposit (CD), Irrevocable Letter of Credit, and assigned Savings Passbook. The following shall be the basis of the amount of the Deposit unless otherwise stated in the Rent and Fee Schedule:

<u>License and GA Hangar Agreement</u> - The deposit shall be equal to one (1) month's rental rate.

<u>Commercial Lease Agreement</u> - The deposit shall be equal to three (3) month's rental rate.

After three (3) years of good and faithful lease performance (defined as no defaults or delinquencies), deposits on leases of five (5) years or less may be reduced to one (1) month, subject however, to a Lease Amendment providing for the following Liquidated Damages:

## <u>Liquidated Damages</u>

County shall have the right to demand, and Lessee agrees to pay Liquidated Damages in the sum of one percent (1%) of the security deposit required of Lease, (but not less than \$10.00), for each day a violation exists of any of the following lease conditions and/or lease articles:

### LEASE CONDITIONS AND/OR ARTICLES

USES AND SERVICES
OPERATING SCHEDULE AND CONTROLLED PRICES
IMPROVEMENTS AND INVESTMENTS
CONSTRUCTION
INSURANCE
OPERATIONS
FINANCIAL REPORTS AND RECORDS
MAINTENANCE AND REPAIR
FAA SPECIAL PROVISIONS

- C. <u>NEGOTIATIONS</u>, <u>PREPARATIONS</u>, <u>AND LEGAL APPROVAL</u>. The Leases, Subleases, Licenses, Permits, Special Use/ Activity Permits, Extensions, Amendments, Consents, and Notices of Intent to Terminate shall be negotiated and prepared by the Department of Airports or, by request of the Director of Airports, negotiated and/or prepared by the Public Works Agency, Real Property Services or County Counsel's office. All Agreements shall be submitted to County Counsel's Office for approval as to legal sufficiency prior to final execution excepting pre-approved, routine "form" documents.
- D. <u>TERMINATION DUE TO "REPEATED" VIOLATIONS</u>. The Board of Supervisors hereby authorizes the Director of Airports to include in selected agreements the right to issue a "Notice of Termination for Breach of Good Faith" which would allow termination of an Agreement after tenants repeating the same violation three (3) times or more within any twelve (12) month period, regardless of tenants' cure, remedy, or diligent pursuit to correct violations.
- E. <u>BACKGROUND DETERMINATION AND GUIDELINES</u>. No agreement will be executed under the authority of this RESOLUTION if the County

Executive Officer or the Director of Airports of the Department of Airports determines that: (1) The proposed use or occupancy is in conflict with the County's adopted plans for development; (2) The other party(s) to a proposed Agreement has a reputation, character, or background which could be detrimental to County's interest; or (3) Such other party(s) does not have technical knowledge, management ability, or financial capability to fulfill the purpose and provisions of the Agreement.

- F. RENTAL POLICY. It shall continue to be Department of Airports' Policy to require "ALL" tenants or users of County Airports property to pay rents established by Board-approved Rent and Fee Schedules; however, the Director of Airports may determine that certain special services including labor and/or materials may be accepted in lieu of cash payment of rent where all other guidelines are consistent with Director of Airports' Authority. Director of Airports is authorized to adjust rents incrementally to current rate to ensure the cost will not cause a loss of business.
- G. <u>CONTROVERSIAL OR POLICY SETTING AGREEMENTS</u>. Any transaction authorized by this Resolution, considered significantly controversial or policy-setting in the opinion of the County Executive Officer or the Director of Airports, shall be submitted first to the Aviation Advisory Commission and appropriate Airport Authority for recommendation and then to the Board of Supervisors for approval and execution.

### IV. AUTHORIZATION TO ESTABLISH FEES

The County Executive Officer, or the Director of Airports is hereby granted limited authority to establish fees for other uses of airport property not specifically provided for in the attached schedule. Such other fees shall be reasonable and consistent with the policies and fees established herein. Any such fee considered to be significant, controversial or policy-setting shall first be submitted to the Aviation Advisory Commission and appropriate Airport Authority, for recommendation, and finally to the Board of Supervisors for appropriate action.

THE FOREGOING RECITALS and attached Rent and Fee Schedule are passed, approved, and adopted by the Board of Supervisors, effective July 1, 2025.

### COUNTY OF VENTURA

Date	By
	Chair, Board of Supervisors

ATTEST: SEVET JOHNSON,

Clerk of the Board of Supervisors County of Ventura, State of California

By \_\_\_\_\_ Deputy Clerk of the Board

# RENT AND FEE SCHEDULE DEPARTMENT OF AIRPORTS

Rents and Fees Common to Camarillo and Oxnard Airports

Effective July 1, 202<u>5</u>4

# Department of Airports Fiscal Year 2025-2026

# **Summary of Rent & Fees**

# FY 2024-25

Υ	2025-26	
	Changes	

CHARGE	Rent or Fee	Changes
Administration Fee - Applies to each new lease processing action by Department	\$ 150.00	
Transient Tie-downs - Per Overnight (Not on Corporate Ramp)		
Single Engine	\$ 8.00	
Multi Engine	\$ 10.00	
Large Aircraft over 12,500 LBS	Equal to Landing Fee	
Transient Ramp Area - Day Use (24 hrs or any portion)		
Commercial / FBO / Overflow Use -Fee Per Day or Portion- under 12,500 lbs	\$ 25.00	
Commercial / FBO / Overflow Use - Fee Per Day or Portion 12,500 - 40,000 lbs	\$ 50.00	
Commercial / FBO / Overflow Use - Fee Per Day or Portion - over 40,000 lbs	\$ 100.00	
Commercial / FBO / Overflow Use - Fee Per Day or Portion - Helicopters	\$ 50.00	
Government/Contract Fire Fighting Aircraft	No charge	
Leased Tiedowns - Per Space, Month to Month Basis		
Standard	\$ 112.00	
Pull-through	\$ 153.00	
Large Aircraft over 12,500 LBS (See also Exhibit B)	10x Landing Fee	
Ground Rent - With Private Hangars - Per SF, Per Month	\$ 0.150	
County Owned Hangar Rent - Per SF, Per Month		
Constructed Prior to 2019	\$ 0.400	
Constructed After 2019	\$ 0.540	
Electric Service - Per Month (if applicable)	\$ 11.00	\$ 15.00

#### AIRCRAFT OPERATIONS

#### **Landing Fees**

Air Carriers - Minimum Fee / Fee per 1,000 LBS MTOW	\$ 15.49
Air Carriers - Fee per 1,000 LBS MTOW (Rounded to nearest thousand pounds)	\$ 1.44
Lighter-than-air Aircraft Daily Use Fee	\$ 113.00
Small Aircraft under 12,500 LBS (Non-Commercial)	No charge
Fuel Flowage/Storage	
Fuel Flowage per delivered gallon (Except Unleaded Fuels in FY 2024-25)	\$ 0.06
Facility Fee - For Use of County Fuel Farm	\$ 0.02
Oil Flowage	\$ 0.15
Fuel Tank Rental - For Storage of Fuel in County Fuel Farm	\$ 0.046

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# Department of Airports Fiscal Year 2025-2026

# **Summary of Rent & Fees**

FY 2024-25

FY 2025-26

Rent or Fee Changes

#### **GOVERNMENT AIRCRAFT - WITHOUT CHARGE\***

#### AIRPORT BUILDINGS/IMPROVEMENTS (County-Owned)

Rent (Non-Aviation) - Per SF, Per Month

Storage Lots/Units (including storage units on ends of hangar buildings)

Rent (Aviation) - Per SF, Per Month

Hangar Shop

Office

Ramp

Term of Lease (Non-Aviation) - Capital Investment/Improvements Per Acre, Per Year CMA/OXR Term of Lease (Aviation) - Capital Investment/Improvements Per Acre, Per Year CMA/OXR

CHARGE

Full Service ASP
Lmited Service ASP

Single Service ASP

angre service risi

#### **AIRPORT LAND/GROUND AREAS**

Ground Rent (Aviation & Non-Aviation) - Per SF, Per Year

Ground Leases (Non-Aviation)

Ground Leases (Aviation) Percentage Rent

Term of Lease (Aviation and Non-Aviation) - Improvements Per Acre, Per Year

Month to Month Ground Lease

Market Rate per Appraisal
Market Rate per Appraisal

\$ 0.40
\$ 0.40
\$ 0.50
\$ 0.0886
\$ 20,000.00

\$	20,000.00
\$	20,000.00
Ś	20.000.00

1.50
0.975
s negotiated
20,000.00

Minimum Rent

\$20k / \$10 k CMA/OXR

\$20k / \$10 k CMA/OXR
\$20k / \$10 k CMA/OXR
\$20k / \$10 k CMA/OXR

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Additional Consecutive Days

Annual Fee

#### RENT FEE SCHEDULE Department of Airports Fiscal Year 2025-2026

100.00

2,438.00

Summary of Rent & Fees	FY 2024-25	FY 2025-26	
CHARGE	Rent or Fee	Changes	
AUTO PARKING			
Oxnard Terminal Pay Lot			
0-4 HRS	Free		
4-6 HRS	\$ 4.00		
6-12 HRS	\$ 6.00		
12-24 HRS	\$ 15.00		
Each Additional Day	\$ 15.00		
Permit Parking	<u> </u>		
Rent-A-Cars - Per Month, Per Space	\$ 20.00		
All Others - Per Month, Per Space	\$ 25.00		
Permit Replacement Fee	\$ 5.00		
AIRPORT PERMITS			
Commercial Activity Permits			
Permit Fee - Aviation Commercial			
Daily Permit	\$ 199.00	\$ 281.00	
Additional Consecutive Days	\$ 35.00	\$ 36.00	
Annual Permit - Mobile Mechanic, Independent Flight Instructor, Self-Fueler	\$ 750.00		
Annual Permit Renewal - Mobile Mechanic, Independent Flight Instructor, Self-Fueler	\$ 500.00		
Annual Permit - Skydiving (new)		\$ 6,000.00	
Permit Fee - Non-Aviation Commercial			
Daily Permit	\$ 436.00		
Additional Consecutive Days	\$ 100.00		
Monthly	\$ 871.00		
Annual	\$ 2,438.00		
Commercial Film/Photography Permits (on Non-Leased Property)			
Feature/TV/Commercial/Movie Filming per day (1-20 Cast/Crew)	\$15k 1st day, \$10k/day thereafter		
Feature/TV/Commercial/Movie Filming per day (21+ Cast/Crew)	\$20k 1st day; \$10k/day thereafter		
Commercial Photography per day	\$ 800.00		
Acvitity on Leasehold per day	\$ 262.00		
Special Use Permit Fee - Non-Commercial, Individual, and/or Community/Club Activity			
Daily Fee	\$ 436.00		

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# Department of Airports Fiscal Year 2025-2026

Summary of Rent & Fees		FY	2024-25	FY 2025-26
	CHARGE		Rent or Fee	Changes
Use	Permit for Promotion of Aviation/Non-profit Community Activity		Fee Waiver Required	
Spe	cial Uses Requiring Extra or Overtime Operations Personnel	Us	se Fee Plus Personnel Costs	
Airc	craft Repair Work Areas (Wash Racks)			
	Aircraft Owner Use (Non-Commercial) - Per 4 Hour period	\$	25.00	
Tax	i-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles			
	Taxi/Shuttle Permit Fee - Annual (Intra-County Services)	\$	1,527.00	\$ 1,583.00
	Taxi/Shuttle Permit Fee - Annual (Outside of County Services)	\$	2,438.00	
	Taxi/Shuttle Permit Fee - Monthly (Director of Airports Approval Required)	\$	127.25	\$ 132.00
	Courtesy Vehicle Permit Fee - Annual	\$	184.00	\$ 211.00
	Off-Airport Rental Cars (Separate License Required)		8.5% Attributable Gross	
Res	taurant			
	Restaurant - Major Operation - Base Rent		As negotiated	
	Restaurant - Major Operation - Percentage Rent		As negotiated	
	Restaurant - Minor Operation - Base Rent		Minimum Base Rent	
	Restaurant - Minor Operation - Percentage Rent		6% of Gross	
Disa	abled Aircraft Fees			
	Runway/Taxiway Closure Hourly Fee - First two hours free then:	\$	1,000.00	
	Ramp or Tiedown Storage Daily Fee - First 90 days	\$	25.00	
	Ramp or Tiedown Storage Daily Fee - After 90 days	\$	50.00	
	Ramp or Tiedown Storage Monthly Fee - After 90 days	\$	1,500.00	
	County-Owned Hangar Storage Daily Fee (if available)		\$100 per day, max 90 days	
MISCELL	ANEOUS CHARGES			
Elec	ctronic Payment Convenience Fee (per transaction, except in FY 2024-25)		Waived in FY 2024-25	
	Credit/Debit Cards on ePay		2.15%	2.75% / 1.75%
	Electronic Checks (eChecks)	\$	1.50	\$ 1.10
Doo	cument Processing Fee	<u>-</u>		
	Documents executed by Director of Airports	\$	50.00	
	Documents executed by Board of Supervisors	\$	250.00	
	Documents reviewed by County Counsel	\$	250.00	
Tra	nsfer Fee for Long Term Lease, Private Hangar Sales (except private hangars in FY 2024-25)		2%	
Doo	cument Copying Fee - Per Page	\$	0.04	
Bad	I Check Charge	\$	25.00	
Sec	urity Gate Cards - New	\$	20.00	
Sec	urity Gate Cards - Lost Card Replacement	\$	16.00	
Par	king Citations	\$	50.00	
Airf	ield Infractions/Citations (1st/2nd/3rd violations)	\$	100/200/500	
Late	e Fee (of Unpaid Balance imposed on 11th calendar day of month)		10%	
Airp	port Sweeper Service Fee - Per Hour or Portion of Hour	\$	118.00	
	of VC Advanced Air Mobility Test Range	\$	250.00	\$1500 per day \$6k/week
Oth	ner Hourly Rates	- 14	150.07	400.00
	Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator	\$	169.27	\$ 190.20
	Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist	\$	118.57	\$ 158.88
	Private Development Review / Permitting / CEQA Lead Agency - Deputy Director	\$	202.97	\$ 221.78
	Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation	\$	254.47	\$ 286.56
	Private Development Review / Permitting / CEQA Lead Agency - Lease Manager	\$	151.70	\$ 180.85
	Grant Billing - Federal Grants - Projects Administrator	\$	169.27	\$ 190.20
	Grant Billing - Federal Grants - Senior Accounting Tech	\$	101.61	\$ 120.24
	Grant Billing - Federal Grants - Office Assistant III	\$	86.45	\$ 93.95
Dage 4	Maintenance Workers - Supervisor	25 <mark>8</mark> \$	127.04	\$ 147.01
Page 4	Maintenance Workers - Lead	<u> </u>	107.46	\$ 116.93

Department of Airports
Fiscal Year 2025-2026

# **Summary of Rent & Fees**

# FY 2024-25

•	
CHARGE	Rent or Fee
Maintenance Workers - Senior	\$ 93.38
Operations Workers - Supervisor	\$ 122.36
Operations Workers - Officer	\$ 106.86
Operations Workers - Senior Officer (new)	

FY 2025-26	
Changes	S
\$	111.33
\$	140.59
\$	108.51
\$	132.44

#### LEASE/LICENSE AGREEEMENTS

**Full Service Aeronautical Service Provider** 

As Negotiated

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# **Camarillo Airport**



# **Oxnard Airport**





Transient Parking



Terminal Apron



Designated Work Area (Wash Rack)

Rent & Fee Schedule Exhibit I-D Revised February 2025

# DEPARTMENT OF AIRPORTS RENT AND FEE SCHEDULE INDEX

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#### I. AIRCRAFT STORAGE

No aircraft shall be allowed to remain as tenants in/on assigned aircraft storage space on either Camarillo or Oxnard Airport without having first registered with the Director of Airports, or his representative, and having obtained a valid permit, Lease Agreement, or License Agreement as required and having paid the fees as set forth below:

The following shall apply to all aircraft storage Lease and License Agreements:

Fee: All fee calculations listed under this section will be rounded to the nearest whole dollar.

Late Fee: Storage Hangar Lease and License Fees are due and payable on or before the first of each month and if not received before the 16<sup>th</sup> day of each month a late charge of \$15 shall be added.

Security Deposit: Tenant shall provide County with and thereafter maintain a refundable cash security deposit in an amount equal to one (1) month's rent in effect at the time of initial license sign-up.

Transient aircraft shall be charged fees as set forth below in A:

- A. <u>Transient Tie-downs</u> (overnight) 12,500 lb. or less
  - 1. Single Engine \$8/day
  - 2. Multi Engine \$10/day
  - 3. Aircraft over 12,500 lb. refer to section C below

(Note: see Section II. A. Landing Fees count as first night daily fee)

- B. <u>Tie-downs</u> (month to month)
  - 1. Push in/out \$112/month
  - 2. Taxi in/out \$153/month

#### C. Large Aircraft (over 12,500 lb.)

Unless parked by a commercial operator, Tie-down/Monthly and Transient/Daily Fees: Daily fee \$1.44 per 1,000 lbs. of Max. gross take-off weight. Monthly fee is 10 times the daily fee. Fees are rounded to the nearest whole dollar. The first 24-hour period is included in landing fee. Statements will be sent to the aircraft owner listed in FAA registry.

D. <u>Transient Ramp Area – Commercial Day-Use and Overflow Parking Fee.</u>
Commercial operators that park aircraft on a Transient Ramp Area that is owned and managed by the Department of Airports (also known as "Corporate Ramp") will be billed to the commercial operator according to the following schedule (piston aircraft should be parked on a tiedown leased or licensed to the operator). Refer

to the Rent and Fee Schedule Index for a depiction of the Transient Ramp Area.

- 1. Jets and Turboprops less than 12,500 pounds maximum gross take-off weight \$25/day or any portion thereof.
- 2. Jets and Turboprops between 12,500 40,000 pounds maximum gross takeoff weight \$50/day or any portion thereof.
- 3. Jets and Turboprops over 40,000 pounds maximum gross take-off weight \$100/day or any portion thereof.
- 4. Helicopters \$50/day or any portion thereof.

#### NOTES:

- a) Taxi in/out spaces limited to aircraft too heavy to manually maneuver.
- b) Light Aircraft (12,500 lb. and under) with wingspans exceeding normal tie-down dimensions must rent two or more spaces to accommodate aircraft size.

#### E. Ground Rent - Private Hangars

1. The rent for Privately owned hangars is based upon \$0.15 per square foot per month.

#### NOTES:

- See Exhibit B for the areas of various hangars calculated from actual measurements and rounded down to the next increment of 10 square feet.
- b) Privately owned hangars to which electrical service was installed at no cost to County and connected to a non-County metered account are exempt from the electrical service rate.
- c) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$154 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.
- d) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.

# F. <u>County Owned Hangars</u> (Examples of area - not all inclusive)

1. The rent for County owned hangars built/installed prior to 2019 is based upon \$0.40 per square foot per month. The rent for County owned hangars built/installed in or after 2019 is based upon \$0.54 per square foot per month.

#### NOTES:

- a) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$154 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.
- b) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate (Daily Hangar Fee) equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.
- c) The following are examples of hangar areas not all inclusive:

#### Inventory installed prior to 2019:

### Inventory installed in or after 2019:

- 1. Port-A-Port (750,800,850,900 S.F.)
- 2. Fixed T (1,000 S.F.)
- 3. Port-A-Port (1,050 S.F.)
- 4. NUNNO (1,100 S.F.)
- 5. NUNNO (1,400 S.F.)
- 6. Port-A-Port (2,000 S.F.)

- 1. Tee Hangars (1,130 S.F.)
- 2. Tee Hangars (1,300 S.F.)
- 3. Tee Hangars (1,500 S.F.)
- 4. Tee Hangars (2,770 S.F.)

#### II. <u>AIRCRAFT OPERATIONS</u>

#### A. Landing Fees

 Air Carriers (scheduled commercial – non-based) and Air Taxis (non-scheduled commercial – non-based) shall be charged a minimum landing fee of \$15.49 or \$1.44 per 1,000 pounds of gross weight, rounded to the nearest whole dollar, whichever is greater. The term "gross weight" shall be the certified maximum gross takeoff weight specified by FAA for the type of aircraft.

NOTE: Landing Fee includes first overnight parking fee.

- 2. Privately owned or leased aircraft (non-based), not used for hire or compensation, shall be exempt from landing fees up to 12,499 pounds. However, heavier aircraft shall be charged at the rate in 1. above if 12,500 pounds or heavier.
- 3. Lighter-than-air Aircraft Use Fee. Lighter-than-air aircraft such as airships, dirigibles, blimps and balloons shall be charged a daily use fee of \$113. The payment of this fee shall entitle the operator to a mooring location on a site assigned by the airport, as well as parking for support vehicles. Prior permission of the Director of Airports is required.

#### B. <u>Fuel Flowage/Storage</u>

- Fuel Flowage All vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Fuel Flowage Fee of \$0.06 per delivered gallon.
- 2. Facility Fee (For use of County Fuel Farm Facilities) vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Facility Fee of \$0.02 per delivered gallon.

NOTE: Tenant will pay actual cost of utilities on a pro rata basis and will be billed quarterly for those costs. An annual adjustment will be made at the end of each year.

- 3. Oil Flowage All vendors who dispense aviation oil upon County Airports shall pay the County an Oil Flowage Fee of \$0.15 per delivered gallon.
- 4. Fuel Tank Rental Whenever County owned tanks are utilized to store fuel, a Fuel Storage Fee of \$0.046 per delivered gallon shall be paid to County.

NOTE: Flowage and Storage Fees are due with submission of Quarterly Fuel Flowage Reports and are in addition to all other rents due.

- a) Late fees of 10% are applicable to flowage and storage fees when not paid by the thirtieth day following the end of each quarter.
- b) Fuel/Petroleum Vendors and Self-Fueling Operators shall obtain and maintain all permits and associated fees.
- c) An exception for FY 202<u>5</u>4-2<u>6</u>5 is the Fuel Flowage Fee and Storage Fee for qualifying Unleaded AvGas formulations will be waived.

#### III. GOVERNMENT AIRCRAFT

Airport facilities shall be made available to government aircraft (state or federal) without charge except if the use by government aircraft is substantial. Substantial use shall be considered to exist when during any calendar month:

- 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 movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- C. Government aircraft are based or use airport(s) in excess of any 90-day period.

This is in conformance with those assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970.

#### IV. AIRPORT BUILDINGS/IMPROVEMENTS

### A. Rent (Non-Aviation)

The lease rental rate for airport-owned non-aviation buildings and improvements, including storage areas and facilities, shall be based on Fair Market Value, including percentage rents, as established by an appraisal by the Real Estate Services Division of the Public Works Agency or an outside, independent appraiser. The appraisal and subsequent rental rates shall reflect whether or not one or more utilities may be included. The rental rate shall also reflect if any other services such as maintenance or janitorial are included. Rent increases, as often as annually, may be negotiated between the parties. The Director of Airports shall have discretion to negotiate modifications to annual rental increases.

#### B. Rent (Aviation)

Per Policy 3, the lease rental rate for airport-owned aviation buildings and improvements shall be based on Fair Market Value or as otherwise calculated based on policy, subject to approval by the Board of Supervisors.

Current rates per square ft. per month are:

	<u>Camarillo</u>	<u>Oxnard</u>
Hangar	\$0.40	\$0.40
Shop	\$0.40	\$0.40
Office	\$0.50	\$0.50
Ramp	\$0.0886	\$0.0886

# C. <u>Term of Lease (Minimum Qualifications) Non-Aviation</u>

A capital investment of \$20,000 per acre, per year of lease, may be required, as approved by the Director of Airports, and such improvements shall be completed within two years or less, or as negotiated in the lease.

# D. <u>Term of Lease (Minimum Qualifications) Aviation</u>

- 1. <u>Full Service ASP- CMA/OXR:</u> A minimum capital investment of \$20,000<u>/\$10,000</u> per acre, per year, is required, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first <u>fivetwo</u> years or less, or as approved by the Board of Supervisors.
- 2. <u>Limited Service ASP-CMA/OXR</u> A capital investment of \$20,000/\$10,000

per acre, per year, is required, as approved by the Director of Airports, and all agreed-upon improvements shall be completed within the first fivetwe years or less, or as negotiated in the lease.

2.3. Single Service ASP- CMA/OXR A capital investment of \$20,000/\$10,000 per acre, per year, is required, as approved by the Director of Airports, and such improvements shall be completed within threeone years or less, or as negotiated in the lease.

NOTES: Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years

Maintain roof free of leaks

Maintain landscaping in clean and healthy condition (free of trash)

E. <u>Leases up to Five Years Term may be negotiated and executed by the Director of Airports, or his/her designee.</u>

#### V. <u>AIRPORT LAND/GROUND AREAS</u>

- A. Rent (Non-Aviation and Aviation)
  - Ground Leases: (Oxnard and Camarillo) All Ground Leases are subject to a minimum base rent and/or percentage rent, and, if in excess of 5 years in term, subject also to Board of Supervisors' approval. All ground leases are subject to a 5-year rent review and adjustment.

(NOTE: <u>Formula Minimum Rent</u>: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be reappraised as often as yearly but at a minimum every two years, and Rental Value to be adjusted per Lease language, but not less than every 5 years.)

- a) Non-Aviation Land Rent Rate is \$1.50 per square ft. per year based on 10% ROI using February 2022, appraisal stating land value at \$15.00 per square foot.
- b) Aviation Land Rent Rate is \$0.975 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

<u>Percentage Rent</u>: Applicable Rate of all gross receipts from Tenants subject to percentage.

2. "Month to Month" Ground Leases: All Month to Month Ground Leases are subject to formula minimum base rent or negotiated rent, whichever is greater, and may be executed by the Director of Airports. All month-to-month ground leases are subject to annual review and adjustment.

(NOTE: <u>Formula Minimum Rent</u>: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be appraised and Rental Value adjusted periodically with Director of Airports' discretion).

#### NOTES:

- a) All improvements constructed by the Tenant on the Airport shall, at the option of the County, be removed and the ground area returned as nearly as practicable to its original condition or may be vested with the County upon termination of the Lease.
- b) Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years (or as needed)
Maintain roof free of leaks
Maintain landscaping in clean and healthy condition (free of trash).

- c) Agricultural leases are handled as special situations and are exempted from the foregoing guidelines and minimums. Rents shall be established by market comparisons as determined by the Director of Airports.
- d) Not-for-profit aviation museums are handled as special situations and are exempted from the foregoing formula minimum rent requirements. Land rent shall be as negotiated with the Director of Airports and approved by the Board of Supervisors.

### B. <u>Term of Lease (Non-Aviation and Aviation)</u>

1. Ground Leases: One (1) year or more leases. In order to secure a long-term ground lease beyond one (1) year, lessee shall make a capital investment of a dollar amount \$20,000 per acre, per year, as approved by the Director of Airports in accordance with IV.D. herein. All agreed-upon improvements shall be completed within the timeline as outlined in IV.D. herein first year or less, or as approved by the Board of Supervisors. All improvements (excluding fueling apparatus) shall transfer to County at end of 20th year, regardless of term, or as negotiated with Airport Director and approved by the

Board of Supervisors, and rent assessed for all improvements by category (example, office, storage, ramp, shop space, etc).

- 2. <u>"Month to Month" Ground or Office Leases</u>: Renewable until terminated (no options to extend).
- 3. Commercial leases in Airport Business Park. One (1) year or more.
- C. <u>Leases up to Five Years Term may be executed by the Director of Airports</u> or his/her designee
- VI. <u>AUTO PARKING</u>. Overnight camping and RVs are expressly prohibited in all areas (aviation side and non-aviation side).
- A. <u>Terminal Area Parking</u> (Oxnard Terminal Building)

0-4 hours free

4-6 hours \$4

6-12 hours \$6

12-24 hours \$15

Each additional 24 hours \$15/day : maximum 30 days stay per vehicle

- B. <u>Permit Parking</u> (Excludes Oxnard Airport Terminal Parking)
  - 1. Rent-a-Car Company \$20/month/space
  - 2. All others \$25/month/space as available
  - 3. Permit replacement fee \$5
- VII. AIRPORT PERMITS
- A. <u>Commercial Activity Permits</u>

No person or business entity other than current lessee or licensee shall sell or publicly solicit the sale of merchandise, conduct or operate a business or service for hire or compensation, or advertise or solicit business or utilize airport land area upon property under the jurisdiction of the Department of Airports unless a permit is first obtained from the Director of Airports. In order to encourage compliance with this requirement, self fuelers, flight instructors and mobile mechanic permit holders in good standing will qualify for reduced annual rates.

In order to encourage compliance with this requirement, permit holders in good standing will qualify for reduced annual rates.

To qualify for a Commercial Activity Permit, the following is required:

1. Permit Fee, Aviation Commercial uses/activities and aircraft mobile

#### detailing

- a) Daily Permit \$281499; ea. additional consecutive day \$365
- b) Annual Permit
  - 1. Mobile Mechanic \$750 for the first year and \$500 for annual permit renewals, if permit is not allowed to expire.
  - 2. Independent Flight Instructor \$750 for the first year and \$500 for annual permit renewals, if the permit is not allowed to expire.
  - 3. Self-Fueler \$750 for the first year and \$500 for annual permit renewals, if permit is not allowed to expire.
  - 3.4. Skydiving: Annual fee of \$6,000
- 2. Permit Fee, Non-Aviation Commercial uses/activities
  - a) Daily Permit \$436; ea. additional consecutive day \$100 (up to 3 days)
  - b) Monthly Permit \$871 (as allowed)
  - c) Annual Permit \$2,438 (as allowed)
- 3. A Certificate of Insurance naming the County of Ventura and/or Department of Airports as Additional Insured with coverage as specified in Exhibit "A."
- 4.5. A \$20 fee will be collected on all first issue gate access cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.
- 5. Evidence of the applicable City business license.

NOTE: Permit does not allow Permittee to enter upon lessee's premises without approval of lessee. Commercial activity permit fees may be adjusted at the discretion of the Director of Airports if deemed necessary for the provision of services. One-Year Permit is subject to 30-day termination.

#### B. Commercial Film/Photography Permits

No person or business entity shall conduct any commercial filming, photography or demonstrations upon County airports without first obtaining a permit from the Director of Airports. Commercial Filming and Commercial Photography is defined as filmmaking or photography for compensation. For the purposes of definition, the "Day" rate is for a 12-hour period.

To qualify for a Commercial Film/Photography Permit, the following is required:

- 1. Permit Fee
  - a) Feature/TV/Commercial/Movie Filming \$15,000 for first day, then \$10,000 each additional day thereafter (includes location and basecamp 1-20 cast/crew)
  - b) Feature/TV/Commercial/Movie Filming \$20,000 for first day, then \$10,000 each additional day thereafter

(includes location and basecamp 21+ cast/crew)

- c) Commercial Photography \$800/day
- 2. Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A."
- 3. Security/clean up deposit equal to ½ of the initial per-day fee may be required if determined by the Director of Airports to be justified by the planned activity.

#### NOTES:

- a) The above fees apply to all or part of a facility under the jurisdiction of the Department of Airports.
- b) Maximum permit term is seven (7) days including setup and disassembly time, without advance approval of the Director of Airports.
- c) Commercial Filming and Commercial Photography Activity on leased property still requires a County permit; however, County charge for such Permit shall be limited to \$262 per day.

### C. Special Use (Non-commercial) Activity Permit

No person or entity shall conduct a non-commercial, individual and/or community/club activity upon County airports without first obtaining a permit from the Director of Airports.

To qualify for a Special Use Permit, the following is required:

- 1. Permit Fee
  - a) Daily fee \$436; ea. additional consecutive day \$100
  - b) Annual fee \$2,438
- Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A" if determined by the Director of Airports to be justified by the planned activity. Any event involving alcohol, if approved, will require insurance and appropriate alcohol license from the Alcohol Beverage Control.
- 3. Security/cleanup deposit equal to the per day fee, if determined by the Director of Airports to be justified by the planned activity.

## D. <u>Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity</u>

Aviation related and/or community oriented one-time events considered to be of public interest, non-profit, and/or having a value to the aviation community, may

request in writing a waiver of fees, which may be approved at the discretion of the Director of Airports. Examples: National Aviation Day, special Aircraft fly-ins, and special aviation group activities.

### E. Special Uses Requiring Extra or Overtime Personnel

Special uses requiring extra County personnel shall be charged, in addition to use fee, an hourly rate for personnel for each hour or portion thereof required (two (2) hours minimum for Airport Operations Officers).

## F. <u>Aircraft Repair Work Areas</u>

The use of aircraft repair work areas is available only on a reservation basis, and is limited to aircraft owners, notwithstanding commercial activity provided for herein. Reservations are required through the Department of Airports.

### No automobile washing is allowed.

Fee: \$25.00 for each four (4) hour block of time or portion thereof. No user may use the work area in a single visit in excess of 12 hours. No overnight storage of an aircraft in this area.

# G. <u>Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles/Ridesharing Services</u>

Taxicabs, scheduled shuttles, ridesharing services (such as Uber, Lyft, and related services), and courtesy vehicles may enter airport property without charge for the purpose of dropping off passengers. However, no taxicab, ridesharing service, scheduled shuttle, or courtesy vehicle shall be allowed to pick up or await passengers or to remain in the designated taxi stand or shuttle area without first having obtained a permit. Permits are valid for both airports.

#### The following is required for a permit:

- 1. For services confined to Ventura County: Taxi/Shuttle Permit Fee \$1,583527 per year; (at discretion of Director, may be payable \$132.00127.25 per month in advance). For services which include travel outside of Ventura County, Taxi/Shuttle Permit Fee of \$2,438 per year (no monthly installment payment).
- 2. Courtesy Vehicle Permit Fee (Hotel/Motel vehicle to which no fee for service is charged to the customer) \$211484 per year each company.
- Certificate of Insurance naming the County of Ventura as Additional Insured, with coverage as specified in Exhibit "A."
- 4. Evidence of the applicable City Business License.

#### H. Removal and Storage of Disabled Aircraft

Aircraft that become disabled at either airport due to unforeseen circumstances

such as an accident must be removed expeditiously from any movement area (County of Ventura Ordinance 6506-4). If a disabled aircraft causes the closure of any runway or taxiway for more than 2 hours, the aircraft owner shall be charged \$1,000 each hour until the runway and/or taxiway surfaces can be reopened. In addition, disabled aircraft that must be stored while awaiting repairs or salvage shall be subject to special disabled aircraft storage fees. If the disabled aircraft is placed on a tiedown or apron area, the owner shall be charged a tiedown fee of \$25 per day for the first 90 days. After 90 days the fee increases to \$50 per day or \$1,500 per month. The use of a vacant and available County-owned hangar for disabled aircraft storage shall be charged \$100 per day up to 90 days, after which the agreement is terminated.

#### VIII. MISCELLANEOUS CHARGES

#### A. Document Processing Fee/Document Review Fee by County Counsel

A fee shall be paid to County in advance for "Tenant-initiated" and/or public requested drafting and/or processing each Amendment, Assignment, Concurrence, Change of Ownership, Approval of Sublease, Extension of Terms, Option to Lease, or other modifications of month-to-month or long-term leases or research of public documents. This processing fee shall be deemed earned by County when paid and shall not be refundable. Fee is construed as reimbursement of administrative costs pursuant to transaction or research. (County or mutually initiated documents are exempted.) Document review fee for documents not on County standard forms shall require a one-time up-front fee of \$250.00 to reimburse DOA for County Counsel fees for legal review.

- 1. Documents executed by Director of Airports \$50.
- 2. Documents executed by Board of Supervisors \$250.
- Document review fee by County Counsel \$250.

#### B. Transfer Fee for Long Term Lease (Term exceeding 1 year)

2% of sales price, based on appraisal and/or purchase agreement. Term ground leases for privately owned aircraft storage hangars that were previously month-to-month leases, signed on or before June 30, 2025, are exempt from this fee, but only if the hangar is transferred on or before June 30, 2025.

#### C. <u>Document Copying Fee</u>

A fee of \$0.04 per page shall be charged for reproducing all documents not associated with the conduct of routine airport business.

#### D. <u>Bad Check Charge</u>

A "bad check" charge of \$25 will be added to that amount owed for all checks

returned for insufficient funds or any other reason.

#### E. <u>Security Gate Cards</u>

Parking and security gate cards for entrance to parking and general aviation areas (hangar and tie-down) will be issued by the Director of Airports to authorized persons (see current Gate Card policy on file at the Department of Airports for "authorized persons"). A \$20 fee will be collected on all first issue cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.

### F. Parking Citations

Civil penalty citations issued for vehicular parking violations under Ventura County Ordinance Codes 6508-21 and 6508-22 are set at \$50 per violation.

#### G. <u>Airfield Citations</u>

Per Section 6503-4 of the Ventura County Ordinance Code, citations may be issued for violations of the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq). First violation is \$100; second violation for same activity is \$200 and third violation is up to but not in excess of \$500.

#### H. Late Fee

10% of unpaid balance (not compounded) on all leases, and licenses, including percentage rents and fees if not received before the 11<sup>th</sup> day of each month. Tiedowns/hangars refer to Section I.

#### I. <u>Airport Sweeper Service Fee</u>

\$118/hour (or partial hour) for use of airport sweeper on airport. Fee includes airport personnel as sweeper operator.

#### J. Other Hourly Rates

Project Permitting and Plan Reviews; Department of Airports as CEQA Lead Agency

Projects Administrator \$16190.209.27/hour Projects Specialist \$158.88118.57/hour Deputy Director \$221.78202.97/hour Director of Airports \$286.56254.47/hour Lease Manager \$180.85151.70/hour

Grant Billing – Federal Grants

Projects Administrator \$190.20169.27/hour Senior Accounting Tech \$120.24101.61/hour Office Assistant III \$93.9586.45/hour

#### Maintenance Workers

Maintenance Supervisor \$147.01127.04/hour Senior Maintenance Worker \$111.3393.38/hour Lead Maintenance Worker \$116.93107.46/hour

#### **Operations Workers**

Operations Supervisor \$140.59122.36/hour Senior Operations Officer \$132.44106.86/hour Operations Officer \$108.51/hour

#### K. Administration Fee

A charge of \$150 for each new lease processing action including but not limited to the following examples: a new lease sign up, change of hangar, sale of private hangar, refund of waitlist deposits if before notice of removal.

#### L. Electronic Payment Fees using ePay

The following fees apply to transactions using the electronic payment portal (ePay).

Credit\_Cards/Debit Cards: 2.715% of transaction amount (Minimum Fee \$1.00)

<u>Debit Cards: 1.75% of transaction amount (Minimum Fee \$1.00)</u> Electronic Checks (eChecks): \$1.<u>15</u>0 per transaction.

As an incentive to encourage tenant acceptance of the new payment option, ePay transaction fees will be waived for all transactions occurring on or before June 30, 2025.

#### IX. <u>LEASE/LICENSE AGREEMENTS</u>

#### A. <u>Types of Tenancy/Use</u>

- 1. <u>Full-Service Aeronautical Service Provider (ASP)</u>: An operator that provides a full range of aviation services as identified in the lease agreement.
- Limited Service Aeronautical Service Provider (ASP): Specialized aircraft business and services, excluding fueling services, as identified in the lease agreement.

- 3. <u>Specialty Aviation Operations</u>: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit flying clubs and flight schools.
- 4. <u>Industrial or Non-Aviation Business</u>: Business of a type whose operations are not dependent on runway access or airport orientation.
- 5. <u>Land Leases</u>: Tenant constructs a building or makes improvements on County owned land.

NOTE: Refer to Minimum Aeronautical Standards for commercial leases.

- B. Improved Areas Hangar, Office, Shop, Tie-downs, etc.
  - 1. <u>Base Rent Leases No Percentage</u>

Base rents are established by Fair Market Value comparisons.

#### 2. Percentage Rent Leases

All percentage rent leases, as determined by the Director of Airports, are subject to a fixed minimum rent based on the square footage of the premises (hangar, shop, and office space) and/or a predetermined percentage of the gross receipts for various uses.

- Tie-Down Spaces Full Service and Limited ASP
   Tie-down spaces may be assigned to the ASP in their respective leases based upon the following criteria only:
  - a) Tie-down spaces requested by the ASP may be obtained through execution of a tie-down License Agreement and the payment of fees as shown in Section I, B and will be considered as additional rent.

#### 4. Options

The rent at the beginning of an option term shall be adjusted to reflect the rate as set forth in the Board-approved Rent and Fee Schedule that is in effect on the date that the option becomes effective, or at the end of every fifth year of term, or as specified in lease.

- C. Terminal Areas Building and Parking (Oxnard)
  - Air Carrier
  - 2. Air Taxi and Air Charter (Non-scheduled)
  - 3. Auto Rental (Rent-a-Car)

- 4. Aviation and Non-Aviation User
- 5. Lobby Concessionaire or Licensee
  - a) Term: Up to 5 years
  - b) Minimum Rents: Established at Fair Market Value based on comparisons.
  - c) Percentage Rents: Amount by which specified percentage rent exceeds minimum for counter, office, and cargo area (and fee for parking spaces if included in lease agreement).

#### NOTES:

- In addition to space rental, auto rental tenants shall pay quarterly 10% of gross receipts. Assigned parking shall be at \$20/month per space (5 spaces minimum).
- 2) Specialty aviation services tenants in addition to space rental, 1/2% on first \$250,000 gross sales and 1% over.

#### D. Air Space Testing

In addition to any ground rental (if area required on airport property) \$1,500250 per day or \$6000 per week (Mon-Fri) for the use of the airport for operations testing.

#### E. Off-Airport Auto Rental (Rent-A-Car)

Shall report and pay 8.5% of gross receipts attributed to airport pick-ups and execute a license and use agreement with the County.

### F. Restaurant

- 1. Major operation Base and/or percentage rent as prescribed in lease contract, based on market rents, with Board of Supervisors approval. (Longer than 5-year lease.)
- Minor operation The greater of minimum base rent and/or 6% gross receipts.
   (5 years or less.)

#### X. ACCESS TO AIRPORT FROM ADJACENT PRIVATE PROPERTY

A. All requests for company/private aircraft oriented uses shall be considered as a special situation and must be approved on an individual basis by the Director of Airports.

- B. Authorization for access to the Airports will be given on County's License Agreement format.
- C. The applicant for access to the Airport shall be required to pay for all improvements on Airports' property that are necessary and prerequisite, in the opinion of the Director of Airports, to accommodate the applicant's access needs. If Licensee is not required by County to remove all such improvements and restore the property to its original condition, the improvements shall become the property of the County.
- D. Minimum rents and percentages for access may be negotiated based on type and intensity of airport use.

# XI. <u>INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES</u>

See Exhibit "A" attached.

#### **EXHIBIT "A"**

# INSURANCE REQUIREMENTS FOR AIRPORTS LESSES, LICENSEES AND PERMITTEES

#### I. <u>LESSEES</u>

These are prescribed minimum limits; however, good business indicates that higher limits should be used for most businesses. In any given year, all lessees, licensees, and permittees shall maintain, or increase to maintain, the minimum insurance requirements as stipulated in the then current year Board-approved Rent and Fee Schedule. (Minimum insurance limits are subject to possible adjustment annually). Current year refers to the present County fiscal year and not the year a lease was signed.

- A. <u>Aeronautical Service Providers</u>: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.
  - 1. <u>Commercial General Liability</u>: "Occurrence" coverage in the minimum amount of \$52,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$52,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
  - 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property

damage of \$52,000,000 each occurrence.

- 3. <u>Hangar Keepers Liability</u>: \$1,000,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
- 4. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,0500,000 for each occurrence. Exception: fuel trucks (see below).
- 5. Fuel Truck: \$24,000,000 per vehicle.
- 6. <u>Workers' Compensation (WC)</u> coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- 7. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County of Ventura must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
  - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
  - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
  - E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
  - F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
    - 1. Certificates of Insurance for all required coverage.
    - 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE: The Workers' Compensation Coverage C requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

#### B. <u>Air Carriers</u>:

- 1. <u>Commercial General Liability</u>: "Occurrence" coverage in the minimum amount of \$50,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$50,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
- 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$50,000,000.
- 3. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable).
- 4. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- 5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements
  - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as

- respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1.Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.
  - 1. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.
- C. <u>Specialty Aviation Operations</u>: Includes air taxi/charter (Part 135), aircraft leasing, and any aircraft operating under a Special Airworthiness Certificate.
  - 1. Commercial General Liability: Less than 9 passengers / More than 9 Passengers "Occurrence" coverage in the minimum amount of \$2,000,000 / \$5,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000/\$5,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
  - 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.
- 3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
  - 4. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,0500,000 for each occurrence (if applicable).
  - 5. <u>Workers' Compensation (WC)</u>-coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability

in the minimum amount of \$1,000,000.

- 6. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements
  - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
  - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
  - E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
  - F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
    - 1.Certificates of Insurance for all required coverage.
    - 2. Additional Insured endorsements.
    - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

#### NOTE:

- a) The Workers' Compensation requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of personal medical insurance will be required instead.
- b) Only paragraphs 1, 2, and 6 above would apply to an experimental aircraft

#### operating under a Special Airworthiness Certificate.

- D. <u>Flying Clubs</u>: (As defined in the Minimum Aeronautical Standards)
  - 1. Commercial General Liability "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$1,000,000 aggregate including personal injury, broad form property damage, products/completed operations., including contractual, products and completed operations and owner's and contractors' protective: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
  - 2. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.
  - 3. Owned and Non-Owned Auto Liability: (if applicable) Limits of \$500,000 for each occurrence.
  - 34. <u>Hangar Keepers Liability</u>: (if applicable) \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
  - 45. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements
    - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
    - B) County is to be notified immediately if any aggregate insurance limit is exceeded.

      Additional coverage must be purchased to meet requirements.
    - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
    - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1.Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

### E. <u>Industrial and Non-Aviation Business:</u>

- 1. <u>Commercial General Liability</u>: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
- 2. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1.500,000 for each occurrence (if applicable).
- 3. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- 4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
- 5. If Lessee is self-insured for any or all of the required insurance coverages, Lessee agrees to provide Lessor with written confirmation that Lessee is a duly authorized and funded self-insured entity for those coverage's under the laws of the State of California. Lessor agrees to accept Lessees status as a self-insured entity as satisfactory compliance with Lessor's normal insurance requirements as listed above.

- Any insurance limits required that exceed the Lessees self-insured coverage shall be in compliance with the insurance requirements listed above. In the event Lessee decides to no longer be self-insured, Lessee agrees to provide Lessor with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Lessee agrees to provide Lessor with appropriate evidence of insurance coverage(s) as listed above.
  - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
  - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
  - E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
  - F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
    - 1. Certificates of Insurance for all required coverage.
    - 2. Additional Insured endorsements.
    - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE: The Workers' Compensation requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

- II. <u>LESSEES AND LICENSEES</u> (Includes all based aircraft, as well as ultra-lights, occupying tiedowns, County and/or private hangars)
  - A. General Liability: "Occurrence" coverage in the minimum amount of \$100,000

combined single limit (CSL) bodily injury & property damage each occurrence and \$1,000,000 aggregate including personal injury, broad form property damage, products/completed operations.

- B. Aircraft Liability: Bodily injury including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$1,0500,000 each accident. Seats may be excluded.
  - A. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. For aircraft, which are out of License, not airworthy, a signed statement to that fact with a promise to obtain the required insurance before operating said aircraft shall be filed in lieu of the certificate. The County of Ventura Department of Airports must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
    - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
    - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
    - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
    - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
    - E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
    - F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
      - 1. Certificates of Insurance for all required coverage.
      - 2. Additional Insured endorsements.
      - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

#### III. <u>PERMITTEES</u>

#### A. Commercial Activity Permit - Non-Aircraft:

- 1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 each occurrence, depending upon the type of activity proposed.
- 2. Owned and Non-owned Auto Liability: Limits of \$1,0500,000 for each occurrence.
- 3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
- 4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded.

  Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

- B. <u>Commercial Activities Permit</u> <u>Aircraft, Aircraft Sales/Charter</u> booking/brokerage:
  - 1. <u>Commercial</u> General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 each occurrence and \$2,000,000 aggregate including personal injury, broad form property damage, products/completed operations.
  - 2. <u>Aircraft and Aairport Ooperations, including passengers, products and completed operations or Premises Liability (whichever is deemed appropriate by the County)</u>: Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.
  - 3. Owned and Non-owned Auto Liability: Limits of \$1,0500,000 for each occurrence (if applicable).
  - 4. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
  - 5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.
  - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.

- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1.Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.

3, Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

- C. Commercial Activities Permit Aircraft Mobile Mechanics:
  - 1. <u>Commercial General Liability</u>: <u>"Occurrence" coverage in the minimum amount of \$1,000,000 c</u>Combined single limits for bodily injury and property damage <u>each occurrence and of \$1,000,000</u> each <u>aggregate</u>, <u>including personal injury</u>, <u>broad form property damage</u>, <u>products/completed operations</u>. <u>occurrence</u>.
  - 2. <u>Products Liability and Completed Operations Coverage</u>: Combined single limit liability coverage \$1,0500,000 each occurrence.
  - 3. <u>Hangar Keepers Legal Liability, ground coverage, including taxi</u> coverage: \$100,000 \$2 million each aircraft (according to aircraft

value), \$100,000 - \$2 mllion each occurrence.

- 4. Owned and Non-owned Auto Liability: Limits of \$1,0500,000 for each occurrence.
- 5. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
  - 5.6. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.
  - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
  - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
  - E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
  - F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
    - 1. Certificates of Insurance for all required coverage.
    - 2.Additional Insured endorsements.
  - 3, Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

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

NOTE:

The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

- D. Commercial Activities Permit Independent Flight Instruction:
  - General Liability: "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limits for bodily injury and property damage each occurrence and \$1,000,000 each aggregate, including personal injury, broad form property damage, products/completed operations.
  - Aircraft and Airport Operations: including passengers, products and completed operations or Premises liability (whichever is deemed appropriate by the County) Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.

<u>3.</u>

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.

- 2. Additional Insured endorsements.
- 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.
- 4. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000

NOTE: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

#### D. Special Use Permits:

- 1. <u>Movie and Commercial Filming:</u>
  - a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$2,000,000 to \$5,000,000 or higher each occurrence, depending upon the type of activity proposed.
  - b. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$2,000,000 to \$5,000,000 for each occurrence, depending upon the type of activity proposed <u>(if applicable)</u>.
  - Indemnification and Hold Harmless Clause All activities: C. Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits - whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.

- d. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
- e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements
- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

# 2. <u>Commercial Photography</u>:

- a. <u>Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective</u>: Combined single limits for bodily injury and property damage, \$1,000,000 to \$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 to \$2,000,000 for each occurrence, depending upon the type of activity proposed.
- Indemnification and Hold Harmless Clause All activities: C. Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits - whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.
- d. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
- e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.

- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2.Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

# 3. Permitted Public Events/Non-Air Shows:

- a. <u>Commercial</u> General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$21,000,000 to \$52,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. <u>Commercial Auto Policy</u>: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,0500,000 for each occurrence (if applicable).
- c. <u>Indemnification and Hold Harmless Clause All activities</u>: Each permit/license/lease shall contain a clause requiring that all activities

and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against claims, lawsuits whether any \_ Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted subsidized in whole or Permittee/Licensee/Lessee/Tenant.

- d. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements
- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded.

  Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

- 4. <u>Permitted Aeronautical Events</u>: (Air shows, fly-ins, air meets, contests or exhibitions).
  - a. <u>Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective:</u>
    Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 each occurrence.
  - b. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable)
  - Indemnification and Hold Harmless Clause All activities: Each C. permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/ lessee Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims. lawsuits whether Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property. arising directly or indirectly out of Permittee/Licensee/Lessee/Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.
  - d. <u>Workers' Compensation (WC)</u> coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.

- e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
- f. In addition to obtaining the above required insurance, the sponsor shall pay the additional premium charged to the Department of Airports by their insurance carrier, if any.

NOTE: Limits for specific events may be negotiated with the insurance carrier on a case-by-case basis. Requests for such consideration must be submitted to the Director of Airports for referral to Risk Management.

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

# IV. <u>CONTRACTORS</u>

# A. <u>Airport Contractors</u>:

- 1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage \$1,000,000 \$2,000,000 for each occurrence (depending upon the type of activity proposed) shall be as prescribed by County of Ventura Risk Management/Board of Supervisors.
- 2. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence, but Public Works insurance segment may increase limits <u>(if applicable)</u>.
- 3. <u>Workers' Compensation (WC)-coverage</u>, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- 4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
  - A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
  - B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
  - D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

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The foregoing insurance requirements of Exhibit "A" may be amended for special circumstances as approved by County Risk Manager.

#### **EXHIBIT "B"**

# PRIVATE HANGARS - GROUND AREA

The hangars listed below are identified by general brand name/type and by square footage. The square footage was obtained by actual measurement (outside) and rounded to the next increment of 10 sq. ft. to allow for minor irregularities:

BRAND NAME/TYPE	SQUARE FOOTAGE
Port-A-Port Standard	800
Port-A-Port Expando/Executive	850
Fixed T, Port-A-Port Double Expando, and Fleetwood	1,000
Port-A-Port Executive I	1,050
H & F Box	1,250
Fleetwood Rectangular and Port-A-Port Executive II	1,350
Port-A-Port Large T	1,400
Port-A-Port, Nunno, Craftsman Rectangular	1,500
Fleetwood Box	1,800
H & F, Pasco Box, Straun	2,000
H & F	2,250
Port-A-Port	2,250
Waffle Crete	2,750
Port-A-Port Box	2,900
Port-A-Port Box	3,000
Waffle Crete	4,740

Hangars not falling within categories identified above or hangars which have been altered, will pay rents calculated at the rate listed in Section I, E. And will be rounded up to next increment of 10 sq. ft.

RESOLUTION OF THE BOARD OF SUPERVISORS
ESTABLISHING RENTS, FEES, AND INSURANCE
REQUIREMENTS FOR THE COUNTY,
DEPARTMENT OF AIRPORTS, AND DELEGATING
AUTHORITY FOR EXECUTION OF CERTAIN
AGREEMENTS SUBJECT TO SPECIFIED GUIDELINES

THE VENTURA COUNTY BOARD OF SUPERVISORS HEREBY ORDERS AND RESOLVES THE FOLLOWING:

# I. RENTS, FEES, AND INSURANCE REQUIREMENTS

The Rents, Fees, and Insurance Requirements prescribed in the attached Schedule are hereby approved and adopted, and all prior inconsistent schedules are repealed.

# II. POLICY FOR ESTABLISHING RENTS, RATES AND FEES

The Rent and Fee Schedules embrace a myriad of facilities and services which require different adjustment emphasis for establishing fair market rents or appropriate fees. In the event that there is a disagreement between the County and a Tenant or Vendor regarding the imposition of rents and fees under this Rent and Fee Schedule, the parties may, but are not required to, submit to either binding arbitration or non-binding mediation. All Department of Airports' properties, facilities, and services have been placed into five categories for the purpose of defining rent and fee setting policies which have been historically used. They are outlined as follows:

# Policy 1:

It shall be County policy that those properties and/or facilities unrelated to the fundamental "public services" afforded by the Oxnard and Camarillo Airports shall be appraised for fair market rental values including percentage rents, with adjustment emphasis on comparative data from the private sector. This approach will produce a fair return to the County. Examples: industrial/office buildings, proposed industrial park, agriculture land leases.

#### NOTE:

Excess revenues derived from leases identified above shall not be used to subsidize user rents and fees related to specific facilities and services (aircraft tiedowns and storage hangars), but may be used for financial support of planned capital improvement projects, and those public-use facilities and services (airfield, visitor parking, common roads, etc.) for which a total recapture of costs is recognized to be unrealistic.

#### Policy 2:

It shall be County policy that those properties and/or facilities directly related to the public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be appraised for fair market value including percentage rents with adjustment emphasis on comparable data from other publicly controlled facilities operated by lessees or concessionaires. It is the intention of the County to have a policy whereby properties and/or facilities controlled by the Department of Airports, not being used by the County for public services, will be leased or licensed. The rental charges or fees will be based upon the then fair market value, taking into consideration comparable properties owned by other public entities. This approach will also provide a fair return or profit to the County. Examples of such leases/licenses: scheduled air carrier agreements (for terminal space), rental car agencies and restaurants.

### Policy 2a:

It shall be County policy to recover all costs of any infrastructure required to develop a Lease parcel from the benefited Lessee through either Lease rents or assessment, when practical. Such costs shall not be borne by existing tenants or users of the airports.

### Policy 3:

It shall be County policy that the rents and fees for those properties and/or facilities directly related to the aviation-use public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. Adjustments shall be compared to Market Rate to ensure the cost will not cause a loss of business. Examples: full, limited and single service providers of aeronautical services.

### Policy 3a:

It shall be County policy that the rents and fees for those properties and/or facilities that are not-for-profit aviation museums and are operated consistent with the fundamental public services afforded by the Department of Airports, may be adjusted to cause less than an ultimate recapture of the totals costs, both direct and indirect, through reduced rental rates and fees in recognition of the tangible or intangible benefits to the airport and in accordance with FAA Order 5190.6B.

### Policy 3b:

It shall be County policy that the rents and fees for those properties and/or facilities, which are County owned and County operated consistent with the fundamental public services afforded by the Department of Airports, shall use current market

approaches to setting rental rates for similarly situated airports and operations via market studies or other data provided by aviation consultants shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. This approach will result in competitive pricing of County services and serve to constrain the migration of outside County aircraft operators seeking lower fares. Adjustments to these rates shall be by cost-recovery analysismarket study every five (5) years, with interim adjustments calculated by applying the Consumer Price Index (CPI) every other year or a fixed annual adjustment. Examples: aircraft tie-down, aircraft storage hangars. In calculating the costs of the above services (Policies 3 and 3a), that depreciation attributed to donated assets shall be specifically excluded from such costs. This is consistent with and in conformance with assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970 which states that "no part of the Federal share of an airport development project shall be included in the rate base in establishing fees, rates, and charges for users of that airport."

# Policy 3c:

It shall be County policy that the provision by the County of aircraft storage facilities and/or property for the same purpose, shall be for the exclusive purpose of storing aircraft deemed to be in an airworthy condition. Temporary exceptions to this requirement may be granted by the Director of Airports on a case-by-case basis for current tenants, upon the demonstration of visible and reasonable progress to bring an aircraft to airworthy status, consistent with the FAA's "Policy on the Non-Aeronautical Use of Airport Hangars," Docket No. FAA 2014-0463, 81 FR 38906, § II.b. The Director of Airports may make such determinations based on periodic inspections of such facilities and/or property as frequently as once every 90 calendar days. The intent of this policy is to ensure compliance with the aircraft storage license agreements with regard to storage of aircraft that are in airworthy condition and/or aircraft that are being brought to airworthy condition versus nonairworthy aircraft being stored, in parts or in whole, or non-aviation storage including vehicles, to obtain storage space that is considered less expensive than commercially available non-aviation storage space. Examples: aircraft tie-down, county-owned storage hangars, privately-owned storage hangars.

# Policy 4:

It shall be County policy that those services, offered and administered by the Department of Airports for which a total recapture of costs is recognized to be inconceivable, be established by comparing fees with other publicly owned and operated facilities with adjustments emphasizing the recapture of as much of County costs as possible. However, fees shall be maintained at reasonable levels so that the preponderance of the general public can avail themselves of the service. This type of service will continue to reflect a loss; however, it is deemed to be an appropriate public service. Examples: runways, taxiways, roads, rest rooms, visiting aircraft parking, and other public use areas.

# Policy 5:

It shall be County policy that those services, and/or supplies furnished to the public by the Department of Airports and regulated by law or by Administrative procedure, shall be compensated for by charging fees and deposits calculated to reimburse all of the administrative and material costs of furnishing same. Annual adjustment emphasis shall be based upon cost analysis and shall not be subject to fair market or profit considerations. Examples: commercial activity permits, aircraft towing and impound fee, document processing fee, and paper material reproduction fee.

# III. AUTHORIZATION TO EXECUTE.

The County Executive Officer or the Director of the Department of Airports or his/her designee are authorized to execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, and Notices of Intent to Terminate and cause Unlawful Detainer Complaints to be filed on behalf of the County of Ventura as are hereafter defined and in accordance with the provisions of the attached schedule.

# A. <u>DEFINITIONS</u>.

- 1. <u>LEASE OR SUBLEASE</u>: A conveyance of real property rights for occupancy or use of land, improvements, or a combination thereof. Under this authority, the Term shall not exceed five (5) years including options to extend, except that the Director of Airports may execute a form ground lease for a privately owned aircraft storage hangar with a term that exceeds five years, if the form ground lease has been previously approved by the Board of Supervisors. Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.
- 2. <u>LICENSE</u>. A conveyance of "personal" rights for occupancy or use of property under this authority, limited to one (1) year. License may be extended subject to specified time with prior Notice of Termination. Examples: Aircraft tie-downs, storage, portable hangars, ground use, vending machines, food or merchandise catering truck, carousel sign use, and land encroachments.
- PERMIT. A personal right to occupy or use property under this authority, limited to maximum term of one (1) year. Permit may be extended subject to 30-day Notice of Termination. Examples: Temporary occupancy for fixing of premises, aircraft repair work or wash/wax activities.
- 4. <u>SPECIAL USE/ACTIVITY PERMIT</u>. A personal right to occupy, use, or conduct a specified "activity", limited under this authority to

- a maximum of seven (7) days. (Longer periods must be renewed daily.) Examples: Air shows, movie or TV filming, photography or commercial demonstration.
- 5. <u>OPERATIONAL AGREEMENTS</u>. Mutually agreed upon procedures pertaining to operational matters established between the Department of Airports and other governmental agencies.
- 6. <u>EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT</u> TO TERMINATE.
  - a) An <u>Extension</u> is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
  - b) An <u>Amendment</u> is a change of one or more of the terms, conditions, or covenants consistent with authorized terms and amounts specified in Board- approved rent and fee schedules.
  - c) A <u>Consent</u> is a ratification of a term, condition, or covenant in an existing agreement executed by the Board made subject to "County approval". The Director of Airports may issue Consent after determining proper compliance. This includes an Assignment of Lease. The Director of Airports or his/her designee may also approve a "sublease" or "additional use" by lessee but limited to five (5) years.
  - d) Notice of Intent to Terminate is a notice by which the Director or his/her designee expresses intent to terminate a Board-approved Agreement pursuant to a breach or default. On a Board-approved Agreement, final termination shall be subject to Board approval. Leases executed by Director of Airports or his/her designee under authority delegated by this resolution may be terminated by the Director of Airports or his/her designee.
- B. <u>SECURITY DEPOSIT</u>. All tenants shall provide County with, and at all times maintain, a Security Deposit in an amount prescribed by this Resolution. Said amount shall be based on rent and adjusted periodically. Public entities governed by the Board shall be exempt. Said deposit shall guarantee tenants' full and faithful performance of all terms and conditions of their agreement. The following forms of deposit are acceptable: cash, Time Certificate of Deposit (CD), Irrevocable Letter of Credit, and assigned Savings Passbook. The following shall be the basis of the amount of the Deposit unless otherwise stated in the Rent and Fee Schedule:

<u>License and GA Hangar Agreement</u> - The deposit shall be equal to one (1) month's rental rate.

<u>Commercial Lease Agreement</u> - The deposit shall be equal to three (3) month's rental rate.

After three (3) years of good and faithful lease performance (defined as no defaults or delinquencies), deposits on leases of five (5) years or less may be reduced to one (1) month, subject however, to a Lease Amendment providing for the following Liquidated Damages:

# Liquidated Damages

County shall have the right to demand, and Lessee agrees to pay Liquidated Damages in the sum of one percent (1%) of the security deposit required of Lease, (but not less than \$10.00), for each day a violation exists of any of the following lease conditions and/or lease articles:

# LEASE CONDITIONS AND/OR ARTICLES

USES AND SERVICES
OPERATING SCHEDULE AND CONTROLLED PRICES
IMPROVEMENTS AND INVESTMENTS
CONSTRUCTION
INSURANCE
OPERATIONS
FINANCIAL REPORTS AND RECORDS
MAINTENANCE AND REPAIR
FAA SPECIAL PROVISIONS

- C. <u>NEGOTIATIONS</u>, <u>PREPARATIONS</u>, <u>AND LEGAL APPROVAL</u>. The Leases, Subleases, Licenses, Permits, Special Use/ Activity Permits, Extensions, Amendments, Consents, and Notices of Intent to Terminate shall be negotiated and prepared by the Department of Airports or, by request of the Director of Airports, negotiated and/or prepared by the Public Works Agency, Real Property Services or County Counsel's office. All Agreements shall be submitted to County Counsel's Office for approval as to legal sufficiency prior to final execution excepting pre-approved, routine "form" documents.
- D. <u>TERMINATION DUE TO "REPEATED" VIOLATIONS</u>. The Board of Supervisors hereby authorizes the Director of Airports to include in selected agreements the right to issue a "Notice of Termination for Breach of Good Faith" which would allow termination of an Agreement after tenants repeating the same violation three (3) times or more within any twelve (12)

month period, regardless of tenants' cure, remedy, or diligent pursuit to correct violations.

- E. <u>BACKGROUND DETERMINATION AND GUIDELINES</u>. No agreement will be executed under the authority of this RESOLUTION if the County Executive Officer or the Director of Airports of the Department of Airports determines that: (1) The proposed use or occupancy is in conflict with the County's adopted plans for development; (2) The other party(s) to a proposed Agreement has a reputation, character, or background which could be detrimental to County's interest; or (3) Such other party(s) does not have technical knowledge, management ability, or financial capability to fulfill the purpose and provisions of the Agreement.
- F. RENTAL POLICY. It shall continue to be Department of Airports' Policy to require "ALL" tenants or users of County Airports property to pay rents established by Board-approved Rent and Fee Schedules; however, the Director of Airports may determine that certain special services including labor and/or materials may be accepted in lieu of cash payment of rent where all other guidelines are consistent with Director of Airports' Authority. Director of Airports is authorized to adjust rents incrementally to current rate to ensure the cost will not cause a loss of business.
- G. <u>CONTROVERSIAL OR POLICY SETTING AGREEMENTS</u>. Any transaction authorized by this Resolution, considered significantly controversial or policy-setting in the opinion of the County Executive Officer or the Director of Airports, shall be submitted first to the Aviation Advisory Commission and appropriate Airport Authority for recommendation and then to the Board of Supervisors for approval and execution.

# IV. <u>AUTHORIZATION TO ESTABLISH FEES</u>

The County Executive Officer, or the Director of Airports is hereby granted limited authority to establish fees for other uses of airport property not specifically provided for in the attached schedule. Such other fees shall be reasonable and consistent with the policies and fees established herein. Any such fee considered to be significant, controversial or policy-setting shall first be submitted to the Aviation Advisory Commission and appropriate Airport Authority, for recommendation, and finally to the Board of Supervisors for appropriate action.

THE FOREGOING RECITALS and attached Rent and Fee Schedule are passed, approved, and adopted by the Board of Supervisors, effective July 1, 20254.

#### COUNTY OF VENTURA

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# Chair, Board of Supervisors

ATTEST: SEVET JOHNSON,
Clerk of the Board of Supervisors
County of Ventura, State of California
•
By
Deputy Clerk of the Board
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555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372 Fax: (805) 388-4366 https://vcairports.org

May 7, 2025

Aviation Advisory Commission Camarillo Airport Authority Oxnard Airport Authority

Subject: Review of Fiscal Year 2025-26 Proposed Budget (Exhibit 1 is available

for review on the Department of Airports website

vcairports.org/meeting-calendar/)

#### **Recommendation:**

Staff requests that your Commission and Authorities review and comment on the Department of Airports (DOA) proposed FY 2025-26 budget for Camarillo and Oxnard Airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

# **Discussion**:

In summary, the FY 2025-26 proposed budget funds airport operations, on-going and previously planned and funded capital improvements, and projects a reasonable cash balance. The budget provides the funds necessary to maintain and improve the airports within the guidelines and policies followed by the DOA. The Airport Enterprise Fund (AEF) expects to maintain a reserve balance equal to at least 12 months of operating expenses throughout the year. As such, the Department is examining increased capital investment in key areas of both airports to ensure budget units are well maintained and avoid unexpected costs as infrastructure ages.

This budget represents a continued effort by staff to analyze the operating budget through a hybrid "line item" and "zero-based" approach and to integrate the capital budget needs of both airports in a manner sustainable through the currently approved rent and fee schedule.

DOA funds the maintenance and/or replacement of major infrastructure assets such as the runway and other airfield pavements through federal grants from the Airport Improvement Program (AIP). The local match requirement for these projects is typically 10% or less. As such, the standard depreciation schedule significantly inflates the depreciation expense.

AAC/CAA/OAA DOA FY 2025-26 Proposed Budget May 7, 2025 Page 2

The following are high level summary overall statements of the Airport Enterprise Fund

- The Enterprise Fund E300 is projected to realize a gain during the fiscal year.
- The revenue section shows an increase in property and investment revenue. The property revenue increases are primarily due to new leases in the business park at Camarillo Airport, leases in the airside of the airports, and rate adjustments to various leaseholds. Other revenue sources such as percentage rent, landing fees and other miscellaneous fees continue to perform to the current year's level.
- Camarillo Airport is projected to realize a gain during the fiscal year.
- While Oxnard Airport currently projects an operating loss (excluding depreciation). One-time only expenses PFAS consulting and ARFF vehicle PFAS cleaning and disposal. Additionally, the Department is actively seeking development and redevelopment proposals for two airside parcels.
- The DOA anticipates a staffing level of 38 FTE's.

The budget book is divided into sections for purposes of review, as follows:

# TAB #1: "Camarillo/Oxnard Combined":

- 1. A cash flow analysis for the five-year period July 1, 2025 June 30, 2030, supports the FY 2024-25 budget as sustainable with an estimated \$18,300,000 cash balance that would begin with the new fiscal year. The highlights are as follows:
  - a. Depreciation is excluded in the cash flow calculation since it is not a true cash expense.
  - b. Cash reserves levels beginning FY 2025-26 are \$13.2 million and \$13.1 million beginning FY 2026-27, which are sustainable and well above the 12-month operating expenses target. The Department has been accumulating reserves beyond the 12-month operating expenses level in anticipation of major capital projects that are expected to require cash more than operating surpluses in the next five years. This cash is primarily for matching federal grants to accomplish critically required capital projects in the coming years. A large part of the Department's projects is grant based, and therefore, up to 90% of the grant-related expenditures will be reimbursed, subject to grant availability. At all times, reserve levels remain adequate to provide a sufficient cash base for planned operations and other capital projects. The target/projected reserve level can be adjusted by deferring projects in the Capital Improvement Plan (CIP) to align with grant funding.
- 2. The FY 2025-26 Preliminary Budget depicts the proposed budget's impact on operating expenditures compared to the current year's Adopted Budget.

AAC/CAA/OAA DOA FY 2025-26 Proposed Budget May 7, 2025 Page 3

- 3. The "Operating Gain" without depreciation for operating the DOA is \$1,923.
- 4. Line-item budgets depict all non-capital expenses and revenues. The "Total Expenditures" reflects an amount like the previously adopted budget; however, it reflects projected performance-based salary increases, safety retirement for Airport Operations Officers, and other labor expense associated costs.
- 5. The Department of Airports is an Enterprise Fund. As such, all operating costs are derived from airport operations and is a self-sustaining enterprise. No funding is received from County funds, local, state, or federal taxes, or outside loans.

# TAB #2: "Camarillo":

- 1. Camarillo's "Operating Gain" without depreciation is positive at \$911,484. Please note that Camarillo Airport administrative salaries and benefits are allocated 90% to Camarillo administration and 10% to Oxnard administration to present a more realistic picture of the costs for each airport.
- 2. Services and supplies budget, reflects an increase of 12.9%, this is primarily due to an effort to continue to maintain airport costs concurrent with prior year estimates.
- 3. Camarillo administration, operations, and maintenance sub-budgets are also found in this section for a more detailed listing of expenditures and revenue.

# **TAB #3: "Oxnard":**

- 1. Oxnard's "Operating Loss" without depreciation is \$909,561. An increase to 17.4%, which includes salaries and benefits transferred from Camarillo Administration which are allocated to Oxnard Airport to give a truer picture of costs. Additionally, a request for a new position is noted below.
- 2. Salaries and benefits increased by \$208,339 primarily due to the addition of the Salary Services Analyst I position for the Advance Air Mobility Test Range.
- 3. The services and supplies budget increased \$320,473 primarily due to increases in projected maintenance and improvement costs at the airport. PFAS cost recovery remediation remains a significant expense.
- 4. Oxnard administration, operations, and maintenance sub-budgets are also found in this section for a more detailed listing of expenditures and revenue.

AAC/CAA/OAA DOA FY 2025-26 Proposed Budget May 7, 2025 Page 4

# TAB #4: "Capital":

This budget is for capital expenses and revenue associated with federal and state grants and non-grant projects. The "Net Cost" of proposed projects is \$250,500, a \$1,265,000 reduction of Net Cost compared to the prior year. The projects are listed for your review on two tables titled Proposed Capital Projects and are consistent with the DOA's five-year Capital Improvement Plan. The Department of Airports is an Enterprise Fund. As such, all operating costs are derived from airport operations. No funding is received from County funds, constituent taxes or fees, or outside loans.

- Highlights of the capital budget are:
- 1. There are no new grant eligible projects scheduled for Camarillo Airport in FY 2025-26.
- 2. For Oxnard, the grant eligible projects anticipated for Oxnard airport include:
  - a) Additional grant costs related to the reconstruction of Taxiway F/A
  - b) Rehabilitation of the Air Traffic Control Tower

Project costs are estimated to be \$5,860,000. The anticipated grant revenue to cover those costs is estimated to be \$5,609,500. Financing is available within the Airports enterprise fund to cover net cost.

# TAB #5: "Camarillo Roads and Lighting":

Otherwise known as the Camarillo Utility Enterprise (CUE), this budget is for the maintenance of streets, street lighting and storm drains at the Camarillo Airport. The budget is funded through assessments to the eight owners of developed property on the airport campus, of which the DOA represents a share of approximately 67%.

The CUE has no new projects scheduled for FY 2025-26.

Staff realize that there is a tremendous amount of information in the budget, and we have tried to organize it in a way that makes it accessible for discussion. Please feel free to contact Jamal Ghazaleh at (805) 388-4207 or me at (805) 388-4200 should you have any auestions.

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

**Director of Airports** 

# Attachment:

Exhibit 1 – DOA FY 2025-26 Proposed Budget Binder (available for review on the Department of Airports website vcairports.org/meeting-calendar/)



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372 Fax: (805) 388-4366

https://vcairports.org

May 7, 2025

Aviation Advisory Commission Camarillo Airport Authority Oxnard Airport Authority

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 Communication and Engagement Manager regarding Ventura County Airports.

# **Fiscal 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 recommended action.

#### **Discussion:**

The Department of Airports is continuing its work to bridge the gap between the Department and the community with a heavy focus on building trust and nurturing relationships with all stakeholders of Camarillo Airport and Oxnard Airport.

Over the last three years, Department of Airports' staff have focused heavily on community engagement through a variety of projects including the creation and implementation of Fly Friendly VC, two Part 150 Noise Compatibility Studies, the Airport Layout Plan for Camarillo Airport, the initiation of an Approach Analysis for Camarillo Airport, and the establishment of a robust and transparent communication system that is designed with both neighbors and pilots in mind.

Data coupled with community feedback shows that significant progress has been made in the Department's work to address noise concerns and to connect the community to the airports. And this is just the start as the Department recognizes there is more work to be done to build trust and strengthen communication.

AAC/CAA/OAA Communications and Engagement Monthly Update May 7, 2025 Page 2

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** 

# **MONTHLY ACTIVITY REPORT**

Month ending February 28, 2025

# **Hangars and Tie-downs:**

Camarillo				Oxnard			
	Inventory	Occupied	Available		Inventory	Occupied	Available
Hangars				Hangars			
Private	170	170	0	Private	79	79	0
County	160	160	0	County	66	65	2
Out of Service	16	0	0	Out of Service	6	0	0
Total	346	330	0	Total	151	144	2
Tie-downs				Tie-downs			
County	96	56	40	County	7	1	6
AVEX	25	18	7	Goldenwest Jet Center	15	11	4
<b>Channel Island Aviation</b>	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	14,757	10,077	Current Month	2	2	
Last year for the month	13,237	7,827	Current year to date	4	3	
			CMA: 2/11 - Alert 2, stud	k gear issue	)	
			2/18 - Alert 2, engine fai	lure, landed	l safely	
% Change	11%	29%	OXR: 2/7 - Lng gear mal	function		
Current year to date	25,860	16,484	2/18 - Flat tire			
Last year to date	27,702	14,875				
% Change	-7%	11%				

# Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	8
Cards issued to transient overnight aircraft	17	10
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	28	3

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

# MONTHLY ACTIVITY REPORT

Month ending March 31, 2025

# **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	64	2
Out of Service	16	0	0	Out of Service	6	0	0
Total	346	330	0	Total	151	143	2
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	16,671	11,812	Current Month	3	1	
Last year for the month	14,677	8,403	Current year to date	7	4	
			CMA: 3/4 - Bird Stike			
			3/22 - Flat Tire			
% Change	14%	41%	3/22 - 2nd Flat Tire			
Current year to date	41,425	26,994	OXR: 3/1 - Bonanza gear malfunction			
Last year to date	42,379	23,278				
% Change	-2%	16%				

# Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	6
Cards issued to transient overnight aircraft	27	5
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	29	2

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



# Camarillo Noise Comment Report February 2025

Comments by Location		Total Number of Households
East Neighborhoods	2	1
Midtown/Old Town	195	6
North Neighborhoods	0	0
Unspecified/Other	2	Unknown

Type of Operation	
Takeoff/Departure	0
Landing/Arrival	166
Traffic Pattern	7
Unspecified	26

Total Comments = 199

Time of Day	
12 a.m. – 5 a.m.	2
5 a.m. – 8 a.m.	7
8 a.m. – 6 p.m.	134
6 p.m. – 12 a.m.	56

Type of Aircraft	
Single Engine Piston	0
Multi-Engine Piston	1
Turboprop	0
Turbo Jet	152
Helicopter	4
Unspecified	42

# **Comment Breakdown:**

Household #1:

173 (87%)

Household #2:

13 (7%)

Household #3:

4 (2%)







# Oxnard Noise Comment Report February 2025

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5th (Channel	44	5
Islands, Oxnard Shores, Seabridge, etc.)		
South Neighborhoods (Via Marina, etc.)	4	3
East Neighborhoods	0	0
North Neighborhoods	2	1
Other/Unspecified	1	Unknown

Type of Operation	
Takeoff/Departure	2
Landing/Arrival	0
Traffic Pattern	3
Unspecified	46

Time of Day	
12 a.m. – 5 a.m.	0
5 a.m. – 8 a.m.	1
8 a.m. – 6 p.m.	44
6 p.m. – 12 a.m.	6

Type of Aircraft	
Single Engine Piston	3
Multi-Engine Piston	1
Turboprop	0
Turbo Jet	0
Helicopter	0
Unspecified	47

Total Comments = 51

# **Comment Breakdown:**

Household #1:

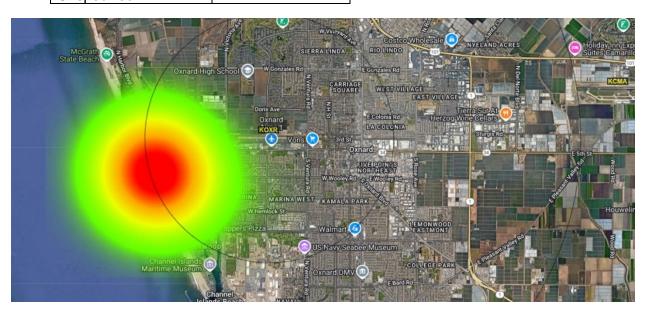
33 (65%)

Household #2:

8 (16%)

Household #3:

3 (6%)







# Camarillo Noise Comment Report March 2025

Comments by Location		Total Number of Households
East Neighborhoods	2	1
Midtown/Old Town	238	6
North Neighborhoods	0	0
Unspecified/Other	8	Unknown

Type of Operation	
Takeoff/Departure	0
Landing/Arrival	171
Traffic Pattern	14
Unspecified	63

Total Comments = 248

Time of Day	
12 a.m. – 5 a.m.	2
5 a.m. – 8 a.m.	4
8 a.m. – 6 p.m.	182
6 p.m. – 12 a.m.	60

Type of Aircraft	
Single Engine Piston	1
Multi-Engine Piston	2
Turboprop	2
Turbo Jet	170
Helicopter	4
Unspecified	69

# **Comment Breakdown:**

Household #1:

190 (77%)

Household #2:

38 (15%)

Household #3:

5 (2%)







# Oxnard Noise Comment Report March 2025

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5th (Channel	73	5
Islands, Oxnard Shores, Seabridge, etc.)		
South Neighborhoods (Via Marina, etc.)	3	1
East Neighborhoods	2	1
North Neighborhoods	5	2
Other/Unspecified	2	Unknown

Type of Operation	
Takeoff/Departure	1
Landing/Arrival	0
Traffic Pattern	4
Unspecified	80

Time of Day	
12 a.m. – 5 a.m.	0
5 a.m. – 8 a.m.	0
8 a.m. – 6 p.m.	67
6 p.m. – 12 a.m.	18

Type of Aircraft	
Single Engine Piston	29
Multi-Engine Piston	2
Turboprop	0
Turbo Jet	0
Helicopter	0
Unspecified	54

Total Comments = 85

# **Comment Breakdown:**

Household #1:

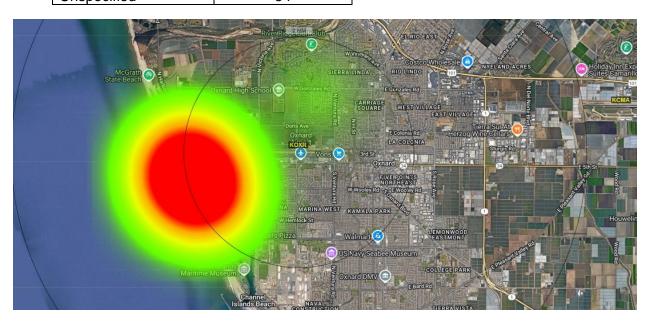
34 (40%)

Household #2:

22 (26%)

Household #3:

15 (18%)







# **FEBRUARY 2025**

# CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT Status Update:

- In early February, the FAA Los Angeles Airports District Office indicated to airport staff that they were in the process of approving the Airport Layout Plan (ALP).
- Airport staff coordinated the airport sponsor signed ALP to the FAA on February 7, 2025, for final approval/signature.

# **Upcoming Action Items:**

• 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 93.2% complete through February 2025.

#### CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

#### **Status Update:**

• Revised Noise Compatibility Program (NCP) Chapters 4, 5, and 6, in response to PAC and public comments received during the public comment period.

# **Upcoming Action Items:**

- Once approved by the FAA, publish final Noise Exposure Maps (NEM) document (Chapters 1, 2 and 3) in English and Spanish.
- Distribute revised draft NCP in advance of public hearing.
- Hold NCP public hearing on August 5, 2025.

**Project Percent Complete:** The project is 70.7% complete through February 2025.

#### CAMARILLO AIRPORT – APPROACH ANALYSIS

#### **Status Update:**

• Following March 4, 2025, selection committee meeting, contract was terminated.

#### **Upcoming Action Items:**

Coffman Associates will coordinate with LEAN to transfer working files to Ventura County.

**Project Percent Complete:** The project is 10.0% complete through February 2025.

#### OXNARD AIRPORT - PART 150 NOISE COMPATIBILITY STUDY

#### **Status Update:**

• Revised Noise Compatibility Program (NCP) Chapters 4, 5, and 6, in response to PAC and public comments received during the public comment period.

# **Upcoming Action Items:**

- Once approved by the FAA, publish final Noise Exposure Maps (NEM) document (Chapters 1, 2 and
   3) in English and Spanish.
- Distribute revised NCP in advance of public hearing.
- Hold NCP public hearing on August 4, 2025.

**Project Percent Complete:** The project is 69.7% complete through February 2025.

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

# **Status Update:**

 Assisted airport staff with the preparation of grant closeout documentation for the Camarillo Airport ALP/Narrative study. This included the preparation of the Final Project Report and four (4) Annual Performance Reports. These documents were submitted to airport staff on February 12, 2025.

#### **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:** 6.4% of the not-to-exceed amount of \$200,000 has been completed through February 2025.



# **MARCH 2025**

# CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT Status Update:

• Airport staff coordinated the airport sponsor signed ALP to the FAA on February 7, 2025, for final approval/signature.

#### **Upcoming Action Items:**

• 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 93.2% complete through March 2025.

# CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY

#### **Status Update:**

• Revised Noise Compatibility Program (NCP) Chapters 4, 5, and 6, in response to PAC and public comments received during the public comment period.

# **Upcoming Action Items:**

- Once approved by the FAA, publish final Noise Exposure Maps (NEM) document (Chapters 1, 2 and 3) in English and Spanish.
- Distribute revised draft NCP in advance of public hearing.
- Hold NCP public hearing on August 5, 2025.

**Project Percent Complete:** The project is 71.7% complete through March 2025.

#### CAMARILLO AIRPORT – APPROACH ANALYSIS

#### **Status Update:**

- Final invoice was submitted in March.
- LEAN transferred working files to Ventura County.

#### **Upcoming Action Items:**

None

#### OXNARD AIRPORT - PART 150 NOISE COMPATIBILITY STUDY

# **Status Update:**

• Revised Noise Compatibility Program (NCP) Chapters 4, 5, and 6, in response to PAC and public comments received during the public comment period.

#### **Upcoming Action Items:**

- Once approved by the FAA, publish final Noise Exposure Maps (NEM) document (Chapters 1, 2 and 3) in English and Spanish.
- Distribute revised NCP in advance of public hearing.
- Hold NCP public hearing on August 4, 2025.

**Project Percent Complete:** The project is 70.3% complete through March 2025.

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

### **Status Update:**

Coffman Associates conducted analysis of the RPZ land use at Oxnard Airport that included an
evaluation of solar arrays. A memo was prepared and submitted to airport staff for internal
consumption.

### **Upcoming Action Items:**

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

**Project Percent Complete:** 7.3% of the not-to-exceed amount of \$200,000 has been completed through March 2025.



March 17, 2025

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 – February 2025

Dear Mrs. Powers,

Below is a summary of the tasks completed by Woolpert during the month of February 2025 for the Camarillo Airport:

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

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- Upcoming:
  - County to provide comments on the Conceptual Design package.

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

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- Upcoming:
  - Continued coordination on this project with the County as needed.
  - Receive draft geotechnical investigation report from Earth Systems.

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

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- The Notice of Completion (NOC) was recorded on February 4, 2025 and will expire on March 11, 2025.
- Upcoming:
  - Woolpert will continue project coordination with the County and Granite as needed.
  - Contractor Pay Application No. 3 (final) will be sent for signature after the 35-day NOC process.

### <u>Airport Pavement Management System (APMS) Update</u>

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- On January 23, 2025, the County issued the signed contract and notice to proceed to Woolpert.
- Upcoming:
  - Woolpert will coordinate with subconsultants and the County to schedule a kick-off meeting in March.
  - Woolpert will coordinate with subconsultants to assist with the completion of this project.
  - Applied Pavement Technology (APT) is estimating mid to late April to start pavement inspections.

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

### Airport Capital Improvement Plan (ACIP) Update

- No update.
- Upcoming:
  - County to send final version of ACIP's to Woolpert.

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

Sincerely,

Woolpert, Inc.

Matt Gilbreath, P.E.

Most hiter

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. Arlando Gilbert, Ms. Cheyenne Yancey –

Woolpert, Inc.

File



April 16, 2025

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 – March 2025

Dear Mrs. Powers,

Below is a summary of the tasks completed by Woolpert during the month of March 2025 for the Camarillo Airport:

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

- The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.
- **Upcoming:** 
  - County to provide comments on the Conceptual Design package.

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

- The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.
- Upcoming:
  - Continued coordination on this project with the County as needed.
  - Receive draft geotechnical investigation report from Earth Systems.

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

- The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.
- The Notice of Completion (NOC) was recorded on February 4, 2025, and expired on March 11, 2025.
- The final Contractor Pay Application No. 3 was signed and distributed on March 14, 2025.
- **Upcoming:** 
  - Woolpert will continue project coordination with the County and Granite as needed.
  - Change Order No. 3 for final adjustment of quantities (FAQ) will be sent to the County for approval.

### <u>Airport Pavement Management System (APMS) Update</u>

• The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.

Woolpert, Inc. 1300 Eastman Ave., Suite 214 Ventura, CA 93003 +1 303.524.3030 • A kick-off meeting with the County, Woolpert, and Applied Pavement Technology (APT) and was held March 28, 2025.

### • **Upcoming:**

- Woolpert and APT to provide expected durations for pavement inspections at both airports to the County for review and internal coordination.
- Woolpert will coordinate with subconsultants and the County to assist with the completion of this project.
- Applied Pavement Technology (APT) is estimating mid to late June to start pavement inspections.

### <u>Airport Capital Improvement Plan (ACIP) Update</u>

- The County sent the final ACIPs to Woolpert on March 10, 2025.
- **Upcoming:** 
  - No further action required.

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. Arlando Gilbert, Ms. Cheyenne Yancey, Mr. Sabour Samim – Woolpert, Inc.

File



March 17, 2025

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 – February 2025

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of February 2025, by Woolpert and our subconsultants for the Oxnard Airport:

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

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- Upcoming:
  - County to provide the Sponsor items needed for the Construction Closeout Report.

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

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- Upcoming:
  - County to provide the Sponsor items needed for the Construction Closeout Report.

## AIP Project No. 03-06-0179-044/045-2023 - Taxiway A Reconstruction (Construction Management (CM))

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- Stockpile disposal was completed on December 17, 2025. Security Paving provided revised report and truck weight documentation on February 5, 2025. Woolpert provided a stockpile disposal documentation review summary to the County on February 19, 2025.
- Final pavement marking application for the ILS hold was completed the night of February 10, 2025.
- On February 24, 2025, Royal Electric was on site to remove the REILs and provided them to airport maintenance.
- Upcoming:
  - Woolpert will continue project coordination with the County and Security Paving.
  - Woolpert to prepare an updated Airfield Signage and Marking plan.
  - Woolpert is coordinating the reinstallation of the REIL fixtures with Security Paving and Royal Electric once the County receives new circuit boards.

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

### AIP Project No. 03-06-0179-046-2023 - Reconstruction of Terminal and ARFF Apron (Design)

- This project will be removed from the list since it was moved to a 2027 project.
- Upcoming:
  - This project is on-hold as the County moved it to a 2027 project on the ACIP.

### **Air Traffic Control Tower (ATCT) Improvements**

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- Upcoming:
  - County to review Woolpert's Scope of Work for Design and Bidding services.

### Airport Pavement Management System (APMS) Update

- The County and Woolpert discussed this project during the coordination meeting on February 6, 2025.
- Upcoming:
  - Woolpert will coordinate with subconsultants and the County to schedule a kick-off meeting in March.
  - Woolpert will coordinate with subconsultants to assist with the completion of this project.
  - Applied Pavement Technology (APT) is estimating mid to late April to start pavement inspections.

### Airport Capital Improvement Plan (ACIP) Update

- No update.
- Upcoming:
  - County to send final version of ACIP's to Woolpert.

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. Arlando Gilbert, Ms. Tracey Salazar, Ms. Cheyenne Yancey – Woolpert, Inc.



April 16, 2025

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 – March 2025

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of March 2025, by Woolpert and our subconsultants for Oxnard Airport:

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

- The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.
- The County provided some Sponsor items for the construction closeout report on March 12 and 14, 2025.
- On March 25, 2025, the County provided the Sponsor Closeout Worksheet. The County and Woolpert coordinated on the construction closeout report.

#### Upcoming:

- Woolpert will update the closeout report with the Sponsor items and will provide OneDrive link to the County to share with the FAA.

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

- The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.
- The County and Woolpert coordinated on certified payrolls from construction activities. Woolpert coordinated with Granite Construction on missing certified payrolls from subcontractors. Woolpert provided the County with a final payroll status log on March 12, 2025.

### • Upcoming:

- County to provide Woolpert with the Sponsor items needed for the Construction Closeout Report.

## AIP Project No. 03-06-0179-044/045-2023 - Taxiway A Reconstruction (Construction Management (CM))

- The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.
- Woolpert reviewed the certified payrolls received from Security Paving.

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

- On March 17, 2025, Security Paving agreed to Change Order No. 6 for the additional stockpile material costs.
- On March 17, 2025, Change Order No.6 was sent to the County for review.
- On March 31, 2025, the County provided comment on the Sign and Marking Plan update. Woolpert updated the plan and provided it to the County on April 2, 2025.

### • **Upcoming:**

- Woolpert will continue project coordination with the County and Security Paving.
- Woolpert is coordinating the reinstallation of the REIL fixtures with Security Paving and Royal Electric once the County receives new circuit boards.

### **Air Traffic Control Tower (ATCT) Improvements**

- The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.
- Upcoming:
  - County to review Woolpert's Scope of Work for Design and Bidding services.

### Airport Pavement Management System (APMS) Update

- The County and Woolpert discussed this project during the coordination meetings on March 6, 2025, and March 20, 2025.
- A kick-off meeting with the County, Woolpert, and Applied Pavement Technology (APT) and was held March 28, 2025.

### Upcoming:

- Woolpert and APT to provide expected durations for pavement inspections at both airports to the County for review and internal coordination.
- Woolpert will coordinate with subconsultants and the County to assist with the completion of this project.
- Applied Pavement Technology (APT) is estimating mid to late June to start pavement inspections.

### Airport Capital Improvement Plan (ACIP) Update

- The County sent the final ACIPs to Woolpert on March 10, 2025.
- **Upcoming:** 
  - No further action required

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

Sincerely,

Woolpert, Inc.

Matt Gilbreath, P.E.

Matt hter

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. Arlando Gilbert, Ms. Tracey Salazar, Ms. Cheyenne Yancey, Mr. Sabour Samim – 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

2025-03-03



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.	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 5020FY23000000000022 AIP - N/A	CMA & OXR	DESIGN SERVICES GENERAL SERVICES AGENCY PURCHASE ORDER (2022-2023)  On-call services at the request of the County. Period is effective through June 30, 2023.	a) Fully executed contract received.     b) Mead & Hunt submitted 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 5020FY24000000000022 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.	a) Fully executed contract received.	0%	a) None
2206900-221958.02 AEA 25-03 AIP - N/A	CMA & OXR	DESIGN SERVICES GENERAL SERVICES AGENCY PURCHASE ORDER (2024-2025)  On-call services at the request of the County. Period is effective from July 1, 2024 through June 30, 2025.	a) Mead & Hunt finalizing the Permitting of the New Rotating Beacon pole.     b) Mead & Hunt reviewed material submittals for construction of rotating beacon.	7%	a) None

### PROJECT STATUS REPORT

### **Ventura County, Department of Airports**

Prepared by Mead & Hunt, Inc Revision Date

2025-04-04



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.	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 5020FY23000000000022 AIP - N/A	CMA & OXR	DESIGN SERVICES GENERAL SERVICES AGENCY PURCHASE ORDER (2022-2023)  On-call services at the request of the County. Period is effective through June 30, 2023.	a) Fully executed contract received.     b) Mead & Hunt submitted 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 5020FY24000000000022 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.	a) Fully executed contract received.	0%	a) None
2206900-221958.02 AEA 25-03 AIP - N/A	CMA & OXR	DESIGN SERVICES GENERAL SERVICES AGENCY PURCHASE ORDER (2024-2025)  On-call services at the request of the County. Period is effective from July 1, 2024 through June 30, 2025.	a) Mead & Hunt finalizing the Permitting of the New Rotating Beacon pole. Building Permit BP24-02814.     b) Mead & Hunt continue reviewing material submittals for construction of rotating beacon.	8%	a) None

## COUNTY OF VENTURA DEPARTMENT OF AIRPORTS FAA GRANT PROJECTS

May 2025

				Design	Estima	ted Schedu	lle or Actu	ial Dates	% Compl	
Sup. Dist.		CCO's Claims	Engr. Contractor	Bid Date	Contract Award	Const Start	Const Comp	Design/ Const.	Remarks	
5	CMA Airport Layout Plan Update	<u>\$686,032</u>		Coffman Associates	N/A	9/24/20	9/30/20	5/31/24	<u>95</u>	The Airport received FAA approval to transition the Master Plan to an Airport Layout Plan (ALP) Update to allow for community concerns, like noise, to be addressed, with a master plan update to be revisited in a future year, should it be warranted. Second ALP workshop meeting held November 14th, 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. FAA Lines of Business review started 9/18/2024.
5	CMA Conceptual Design for 2025 RWY and TWY Reconstruction	<u>\$187,260</u>		Woolpert	<u>N/A</u>	9/19/22	N/A	<u>N/A</u>	<u>90</u>	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 to cover the final design of the CMA-239 Runway 8-26 and Taxiway project complete

	5		2001	<u>Design</u>	Estima	ited Schedu	lle or Actu	ıal Dates	% Compl	
Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Engr. Contractor	Bid Date	Contract Award	Const Start	Const Comp	Design/ Const.	Remarks
										and granted. Approved by BOS. Geotechnical evaluation complete. Report is forthcoming to determine what the best method will be for the runway.
5	CMA Part 150 Noise Compatibility Study	<u>\$770,943</u>		Coffman Associates	<u>N/A</u>	9/30/22	N/A	<u>N/A</u>	71.7	Noise Compatibility Plan for the upcoming listening and technical sessions in process. Listening and technical sessions on October 8, 2024. Currently collecting public comments to incorporate into the study. Draft meeting summary held on 10/7/2024 has been distributed. Revised Noise Exposure Map in response to FAA comments were received on 11/26/2024 and being addressed. Part 150 public hearing set for Aug 4 at VCOE.
3	OXR RWY & TWY Connector Transitions Reconstruction	\$12,832,636 \$12,274,001	\$124,90 6	Mead Hunt Sully-Miller Inc.	4/29/2 1	<u>7/20/21</u>	7/23/21	<u>2/28/22</u>	<u>100</u> 99	Final project closeout underway.
3	OXR TWY A-E Connector Reconstruction	\$335,960 7,706,536		Woolpert Granite Constructio n	4/26/2	12/17/21 TBD	4/3/23	9/13/23	100 100	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. Warranty work completed by

0	Business Name	F - 454	0001-	<u>Design</u>	Estima	ited Schedu	le or Actu	ial Dates	% Compl	
Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Engr. Contractor	Bid Date	Contract Award	Const Start	Const Comp	Design/ Const.	Remarks
										Granite on September 10. QA/QC on site to assess the damage, cause of damage, etc. It was determined that pavement failure around the manholes were due to poorly compacted backfill around the edges and sides of the manhole.
3	OXR TWY Connector Reconstruction Construction Management Services	<u>\$674,799</u>		<u>Woolpert</u>	N/A	12/21/21	4/3/23	8/15/23	<u>99</u> 99	Construction began April 3, 2023. Project was completed in September 2023. Jviation will be working on final project and grant closeout items.
3	OXR TWY F (A) Reconstruction	\$16,142,731 \$17,365,010		Woolpert Security Paving	6/27/2 3	10/20/23	<u>TBD</u>	<u>TBD</u>	100 99	Security Paving has substantially completed the project. Change order pavement work to start on November 13-15 with final striping to be completed in 12/16, 12/17, and 12/18 Stockpiles of dirt was removed on 12/13, 12/16, and 12/17. Change Order 5 approved. Pay App # 5 approved. DOA is currently waiting of delivery of REIL system for SP's subcontractor to install to finish out the project. 3/17 Change Order #6 agreed upon with SP.
3	OXR Part 150 Noise Compatibility Study	<u>\$770,943</u>		Coffman Associates	N/A	9/30/22	N/A	<u>N/A</u>	<u>70.3</u>	Noise Compatibility Plan for the upcoming listening and technical sessions in process. Listening and technical sessions set for October 7, 2024. Public comments were being received through 12/16/24. Part 150 public hearing set

0	Dun't of Nove	Fathmata	0001-	Design	Estima	ated Schedu	le or Actu	ial Dates	% Compl	
Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Engr. Contractor	Bid Date	Contract Award	Const Start	Const Comp	Design/ Const.	Remarks
										for Aug 5 at the Oxnard Marriott.

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

### May 2025

		Estimate				Scheduled o	or Actual Dat	es	%	
Sup.	Project Name	L and Dist	CCO's	Design Engr.	Bid	Contract	Const	Const	Compl	Barranta
Dist.	Spec. Number	Low Bid	Claims	Contractor	Date	Award	Start	Comp	Design /	Remarks
									Const.	
5	CMA RWY Centerline and TWY Alpha Repair	<u>116,505</u>		Woolpert Granite Construction		9/13/22	8/27/2024	9/	<u>100</u> 99	Project complete. Final payment being circulated for signature. It will be issued 35-days NOC process. NOC filed 2/4/2025. Pay app #3 received on 3/18/25.
5	CMA Beacon Siting Study and Relocation Design	<u>8,500</u> 52,544		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. Building permit issued on 2/5/2025. NTP issued and materials on order. Build and Safety permits have been pulled and paid for. Contractor has submitted materials for approval. Delivery of the tower is estimated to be 18-20 weeks out.
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	<u>\$6,500</u> 137,000	\$226,018	Ninyo & Moore	N/A	1/19/21	N/A	3/29/21	<u>100</u> 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. RFQ advertised in VC Star starting 10/25/2024. Advertised in SWAAAE on 10/25/24. Qualification deadline is November 15, 2024.

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

## 2025 Meeting Schedules

Aviation Advisory Commission	Camarillo & Oxnard Airport Authorities
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.	The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.
January 8	January 9
February 12 CANCELED	February 13 CANCELED
March 12 Meeting at VCOE (see notice)	March 13 Meeting at VCOE (see notice)
April 9 CANCELED	April 10 CANCELED
May 7	May 8
June 11	June 12
July 9	July 10
August 13	August 14
September 10	September 11
October 8	October 9
November 12	November 13
December 10	December 11





(/)

### FILE A NOISE COMMENT (HTTPS://VCAIRPORTS.ORG/NOISE-PROGRAM/)

Or call to leave a voice message at 805-382-3022

Search... Q

# Community Update – What to Expect from the Navy's Newest Training and Testing Exercises



The communication below is from the United States Navy. The Department of Airports wishes to help educate the public while also notifying Ventura County residents that there may be a noticeable increase in boat and drone/aircraft activity off the shores of Port Hueneme beginning this week and continuing through the end of the year. Please read the message below to learn more:

The United States Navy is conducting a training and evaluation exercise in the Point Mugu Sea Range, off the coast of Port Hueneme, which will continue for several months. The purpose of the exercise is to test and evaluate the use of unmanned surface and aerial vehicles.

The exercise will take place several miles offshore in the Sea Range, an area designated for military testing activities. It will involve the use of dozens of small boats, in the 16'- 24' size range, which will be launched from Naval Base Ventura County and adjacent harbors. They will be launched and steered to the Sea Range for maneuvers, and usually returned to their landside storage areas at night. The level of activity will be small initially and will gradually scale up to larger numbers later in the year. The launch-and-recovery cycle will occur on only a handful of days each month, most likely mid-week. Concurrent with the small boat activity, a smaller number of unmanned aerial vehicles or drones will be launched from the Base and steered to the Sea Range.

All activity associated with the project will be safe for the public and for all forms of sea life. There will be no use of live ammunition at any time, nor will there be any use of sound devices underwater or nets which could endanger sea birds, mammals, or fish. At the same time, there will be significant economic benefit to the local Ventura County community from

activities that support the project. Contracting companies associated with this project will have first-hand exposure to Ventura County as a potential location for their companies, potentially bringing jobs in the future.

Presentations covering the public-facing aspects of the project are being scheduled in the coming weeks, both for elected officials in the county and for community organizations that have interest in learning more about the project. Groups wishing to schedule a presentation should contact the project's Community Liaison, Steve Kinney, at slkinney@me.com (mailto:slkinney@me.com).

## **₹** Join Our Mailing List

Stay informed and involved. Sign-up on our mailing list and get the latest updates on what is happening at our airports.

Department of Airpports News dated: March 13, 2025



## Las Posas bridge report available for review

Replacement project set for 2029-30 *March 22, 2025* 

### By Scott Steepleton

scott@theacorn.con



BRIDGE TO THE FUTURE—A vital transportation and commerce corridor, the area where Las Posas Road and Ventura Boulevard cross paths is in line for a major multimillion dollar overhaul. SCOTT STEEPLETON Acorn Newspapers

Public comment has opened on a project to replace the bridge at one of the most heavily traveled locations in Camarillo.

More than 32,000 vehicles move through the intersection of Las Posas Road and Ventura Boulevard every day. The wear and tear has taken its toll on the 52-year-old bridge, built atop a deteriorating concrete box culvert for the Camarillo Hills Drain connecting the southwest and northeast corners.

A \$20 million bridge replacement project has been approved by the City Council that also includes widening Las Posas south of the intersection to make room for a sidewalk, bike lane and road shoulders.

Nearly \$5 million in federal funding for the project was secured by Rep. Julia Brownley, D-Thousand Oaks.

To minimize the amount of local funds required for the project, city officials continue to seek outside sources including Caltrains and other available

When a portion of federal funding was announced last year, Tony Trembley, mayor at the time, said, "We need to keep this important corridor flowing smoothly, or the entire area could be facing substantial impacts to traffic and hindering of supply chains."



DRAINAGE REDO—A deteriorating concrete box culvert running beneath the intersection of Las Posas Road and Ventura Boulevard feeds Camarillo Hills Drain runoff into this ditch on the north side of Camarillo Airport. SCOTT STEEPLETON/Acorn Newspapers

City officials say the findings of the initial environmental study show the project would not have significant effects on the environment with mitigation.

To that end, a Mitigated Negative Declaration and Mitigation Monitoring Plan have been prepared in accordance with state Environmental Quality Act and city environmental guidelines.

The Mitigated Negative Declaration includes measures to avoid, minimize and reduce effects of the project to what's referred to as less than significant or none.

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Given its status 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 bridge needs to be in tip-top shape.

On March 17, the city adopted the initial environmental report and opened a 30-day public review period, with written comments due by 5 p.m. Thursday, April 17.

The document is available at the Camarillo Department of Public Works, 601 Carmen Drive and on the city website cityofcamarillo.org/cip.

Written comments may be sent to Andrew Grubb, principal civil engineer, City of Camarillo, 601 Carmen Drive, Camarillo, CA 93010.

Comments may also be sent by e-mail to agrubb@cityofcamarillo.org.

Construction of the bridge is not expected to begin until the 2029-30 fiscal year.

A public meeting may be called in the future to deal with any issues regarding the project.

Go To The Front Page Section

## VC Star.

### **LOCAL**

# Skydiving company moves jumps from longtime Camarillo takeoff site



### **Isaiah Murtaugh** Ventura County Star

March 31, 2025, 9:50 a.m. PT

Parachute canopies are about to become a regular sight over the west side of Oxnard.

For more than a decade, iSkydiving has served recreational skydivers out of the Camarillo Airport, dropping customers off in tandems with instructors over a landing zone in Somis.

But after a month of test jumps that began in February, the company is shifting the bulk of take off and touchdown operations to the Oxnard Airport.

Luther Kurtz, majority owner of the skydiving company, said the move allows more efficient flights and gives customers better ocean views on their five- to sevenminute fall toward the earth.

"When you're 2 miles up and the shore is a mile away, it feels like you're right over it," Kurtz said.

Kurtz said that parachuting back to the airport makes it easier for family and friends to watch a jump and allows for the company to fit more flights into a day at more competitive rates.

The switch to the new digs was not without a little difficulty. Jannette Jauregui, a spokesperson for the county airports department, said the skydiving company had

to change its flight pattern and relocate its landing zone to the south side of the airport after noise concerns during the test period.

"We understand our stakeholders are not just pilots and businesses. It also includes the community," Jauregui said.

The county airports department launched its Fly Friendly Ventura County program in 2022, providing pilots with alternate flight patterns out of the Camarillo and Oxnard airports in an effort to minimize air traffic and noise over surrounding residential neighborhoods.

"We really want to be good neighbors," Kurtz said.

With the kinks ironed out, iSkydive is going full time at the Oxnard Airport, operating six days a week with jumps every 30-45 minutes from 8 a.m. to 5 p.m.. Hours will be extended in the summer.

On days when the marine layer is thick, Kurtz said, the company will shift back to its former route between the Camarillo Airport and Somis, where it still maintains a landing zone.

Standard prices for a tandem jump with iSkydiving out of the Oxnard Airport start at \$229. The company has 12 locations across the U.S., including a second California location in San Diego. More information is available at iskydive.com/losangeles.

Isaiah Murtaugh covers Oxnard, Port Hueneme and Camarillo for the Ventura County Star. Reach him at isaiah.murtaugh@vcstar.com or 805-437-0236.



### ONWARD, NOT UPWARD

Unique plane built in Camarillo off to the wild sky yonder *April 05, 2025* 

### By Scott Steepleton

scott@theacorn.com



AIRCRAFT EXPERIMENT—While never achieving the airworthiness certificate from the FAA that would allow it to go into production, the one-off experimental Avtek 400 turboprop plane, featuring a unique wing atop the fuselage, earned a spot in Camarillo's aviation history. SCOTT STEEPLETON/Acorn Newspapers

A piece of local aviation history is about to go the way of the Spruce Goose.

In a matter of days, a proof-of-concept aircraft known as the Avtek 400A, built in Camarillo in the early 1980s and distinguished from other planes for a number of features including a body made primarily of Kevlar—think bulletproof vests—will move from its decades long home at Camarillo Airport to Evergreen Aviation & Space Museum in McMinnville, Ore.

It can't fly, but will instead take up residence near other experiments, including Burt Rutan's composite taildragger the Quickie, Beechcraft's twin turboprop Starship and the behemoth Hughes H-4 Hercules, built by Howard Hughes.

Where Hughes' famous plane—its derogatory nickname a nod to its primary building material and size—has the distinction of being the largest wooden aircraft and sea plane ever built, the Avtek was intended to be a game changer in a turboprop business market dominated by Piper and Beechcraft.



ABANDONED—Decades of neglect have taken a toll on the Avtek 400A. But now it's off to a place where airplane enthusiasts plan to make it display-worthy, Evergreen Aviation & Space Museum in McMinnville, Ore., home of the Spruce Goose. SCOTT STEEPLETON/Acorn Newspapers

Designed by Al Mooney and developed to be the first advanced composite, turbine-powered business aircraft, the Avtek's maiden flight was Sept. 17, 1984

While its 150 hours in the air was 149 more than the Spruce Goose, the Avtek failed to earn the FAA's airworthiness certificate and the men behind it declared bankruptcy.

The plane then sat abandoned for decades, its engines long gone.

If all goes as planned, specialty movers will arrive soon, dismantle the plane and load it onto a flatbed trailer for the trip north. This was to have happened a week or so ago, but the original truck caught fire.

Walk around the Avtek and you walk away with the sense that it is just another flying machine that succumbed to time and the elements: the exterior is faded, the windshield cracked and cloudy and there's a flap missing from one wing.

Step back, however, and you see one of its distinguishing features: a small wing, or canard, atop the fuselage over the pilot's head and ahead of the main wing. Then there were the plane's engines, twin turboprops mounted behind the main wing that "pushed" it down the runway and through the air.



Robert Appleford, a firefighter with the City of Los Angeles and vice president of the Experimental Aircraft Association chapter at the airport, which has been shepherding the plane, said there were high hopes for Avtek—the aircraft and the company behind it.

"It would have meant quite a lot to aviation," he said. "Their primary interest was military, that is why it was built out of Kevlar. There were many aspects to it, from a flying ambulance to corporate business, personal to military. This thing could have been (as important as) a U-2 or an SR-71. It was never intended to be a fighter and it couldn't fly to a high altitude, but the thing was very fast. It was faster than some jets of the same time frame."

The Avtek's closest competitor, added Appleford, was Beechcraft's Starship, one of which is still flying.

"Avtek never got that far. It was done up to be produced quicker for less money but they never got into production runs of that bird," Appleford said.

As part of his role with EAA's Chapter 723, Appleford, himself a pilot, helps put on the annual air show, oversees programs for young enthusiasts and takes accounting of the various items, like the Avtek, that get left behind at the airport.

"We get handed off stuff for many many years, from families, people that have passed," Appleford said. "You wouldn't believe what we acquire, everything from Segways, London cabs to derelict aircraft."

But the Avtek 400A was like nothing else that'd essentially been dumped.

"The Avtek got a lien on it and the airport couldn't do anything with it," said Appleford.

After he started advertising it for sale, Appleford was fielding 50-plus inquiries a day, some potential buyers thinking it could fly, despite a clear warning that it had no engines and that it had been sitting at self-serve fuel depot for 20 years, aging and weathering away.

Others were most interested in just cutting it up and throwing in the junk heap.

In swooped officials from the museum in McMinnville, Ore., a city about 25 north of Salem known for its UFO festival among other things.

A GoFundMe campaign helped raise money to pay for disassembly and trailering.

While the initial attempt to move the plane got off to a rough start because of the vehicle fire, it appears the second try will be successful.

Appleford couldn't be happier the Avtek has found a permanent home.

"It could have ended up in someone's backyard or on top of a restaurant somewhere," he said.

Its departure from Camarillo doesn't mean the Avtek will be forgotten here. Once its expansion is complete, the Pleasant Valley Historical Museum will host a permanent dis-play using a model of the Avtek along with pictures and other material.

Making that possible is Phyliss Anderson, a 2024 PVHM Doña, who was Avtek's secretary and is active with the historical society's accessions team.

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## VC Star.

### **LOCAL**

## UPDATED: Oxnard council approves 990unit Teal Club residential development

### Staff reports Ventura County Star

April 15, 2025 Updated April 16, 2025, 10:40 a.m. PT

### **Key Points**

Council unanimously approved Teal Club development.

Proposal will put 990 residential units on farmland north of Oxnard Airport.

Housing has been planned at the site for years.

(This story has been updated with results from the April 15 council meeting.)

The Oxnard City Council unanimously approved a plan for 990 residential units on about 150 acres of farmland during its meeting April 15.

The massive Teal Club development is planned for property mostly between Teal Club Road and Doris Avenue, west of Ventura Road. The site is north of the Oxnard Airport.

Housing at the site has been part of the city's general plan since 2004. The parcel is within Oxnard's City Urban Restriction Boundary, meaning it is not subject to the county's Save Open Space and Agricultural Resource, or SOAR, restrictions.

"This has been a project in the works for a number of years," said Kenneth Rozell, Oxnard's chief assistant city attorney, prior to the meeting. The development will include parks, bike paths and other amenities that could also be used by residents of surrounding neighborhoods, he said, and bring road improvements that allow for better traffic circulation in the area.

The development agreement designates 15% of the units as affordable based on median income limits for Ventura County established by the state.

The council was presented with three options and chose the first with a 7-0 vote, said Joe Pearson II, a city planning manager, in an email.

The option that passed includes an off-street bike lane around the perimeter, water fountains and promotion of all-electric units.

A second option had proposed on-street bike lanes, no fountains and no promotion of electric energy.

The council was also presented with a third option that had items requested after the Planning Commission considered the project in November. Option 3 would have increased affordable units to 20% and required paying prevailing wage during development. The proposal, which would have required modification of the development agreement, was not supported by the applicants, who are co-owners of the land known as the Borchard property, according to the city's staff report. The developers said the requirements would add extra costs that would have made the project economically unfeasible.

### Annexation required for Teal Club development in Oxnard

The unincorporated land will need to be annexed into city limits as part of the project. Annexation will include an 11-acre strip of commercial buildings and some residences north of the airport that would otherwise become an isolated county island.

Community members had raised concerns about the project in letters to the city and during a public town hall meeting on March 27. Some said they didn't want increased traffic on roads and impacts on sewer systems. Others said they were worried that leaded fuel emissions from the airport would hurt mothers and children in the future neighborhood.

Dennis Hardgrave, a planning consultant who has guided a number of large developments around the county and represents the Borchards, one of the four property owners and the family leading the current development effort, said the Teal Club area is well-situated for housing.

"It's an appropriate site. It avoids sprawl. It builds houses right where there are already buses, shopping," Hardgrave said prior to the meeting.

Rozell, the city attorney, said the Teal Club site is one of the last large chunks of land available in Oxnard's sphere of influence to meet state housing requirements that isn't impacted by SOAR. Another is the South Shore area in south Oxnard.

As proposed, the affordable units that make up 15% of the project would be for-rent apartments, Rozell said. The remaining housing would likely be attached and detached homes for sale. The overall specific plan includes commercial uses and a business park.

The council's vote on the proposal included the Teal Club Specific Plan, an environmental impact report, general plan amendment, development agreement and other items.

The next step for the project will be the annexation process through the Local Agency Formation Commission, or LAFCO, Rozell said. The developer will then come back with tentative tract maps and move forward with development of the site.



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## Advanced Air Mobility Innovation Center in the works for KCMA and KOXR

By General Aviation News Staff · April 17, 2025 · 2 Comments



Ventura County in California has been awarded a \$500,000 grant to establish an Advanced Air Mobility Innovation Center.

The planned Innovation Center will feature a 500-square-mile testing range for Advanced Air Mobility (AAM) at Camarillo Airport (**KCMA**) and Oxnard Airport

(KOXR). It will offer research facilities, business resources, and workforce training.

The airports will manage testing for unmanned aerial systems (UAS) and electric vertical takeoff and landing (eVTOL) aircraft. Testing will comprise about 5% of daily airport activities, according to county officials.

Predevelopment activities will begin immediately, with funding to be invested by summer 2026, county officials added.

The Innovation Center involves four partners: the County of Ventura's Economic Vitality Unit, the County's Department of Airports, FutureLabs/Fathomwerx, and the Ventura County Community College District. The Economic Vitality Unit will manage the center's programming, while the Department of Airports provides facilities and manages airspace testing. FutureLabs/Fathomwerx will facilitate technology transfer between private companies and Naval Base Ventura County. The Ventura County Community College District will develop workforce training programs.

The grant is part of a \$9 million Catalyst Predevelopment Funding Program from Uplift Central Coast, an organization that provides grants to support community-driven projects that promote equity, sustainability, and regional resilience. The

county's project was selected as one of 36 regional initiatives across six Central Coast counties that support economic vitality.

"This grant represents a significant milestone in our efforts to position Ventura County as a leader in Advanced Air Mobility and next-generation transportation technology," said Estelle Bussa, Deputy Executive Officer of Economic Vitality. "Through strategic partnerships with FutureLabs/Fathomwerx, the Ventura County Community College District, and our Department of Airports, we're creating an ecosystem that will attract high-tech companies while ensuring our local workforce benefits from these opportunities."

For more information: Ventura.org, UpliftCentralCoast.org

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### **CALIFORNIA NEWS**

### Seeing Army parachutes in the sky in Ventura County? Here's why

The U.S. Army Golden Knights Parachute Team performs during halftime of a game between the Tennessee Titans and the Minnesota Vikings at Nissan Stadium on November 17, 2024 in Nashville, Tennessee. (Photo by Andy Lyons/Getty Images)

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by: **Travis Schlepp** Posted: Apr 21, 2025 / 12:07 PM PDT Updated: Apr 21, 2025 / 12:07 PM PDT

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Ventura County residents, especially those near the Oxnard Airport, can expect to see military parachutes in the sky throughout the week, according to local officials.

The activity is part of a training exercise for the <u>U.S. Army's Golden Knights</u>, a renowned competition parachute team, according to the <u>Oxnard</u> Police Department.

Up Next - Education Department to begin debt collection on st...

The Golden Knights will be at the Oxnard Airport throughout the week to conduct approxi through Thursday.

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The U.S. Army Golden Knights Fokker C-31A Troopship sits on the flightline at Li, Arkansas, Oct. 19, 2023. (U.S. Air Force photo by Senior Airman Maria Umanzor Guzman)

The skydiving team was expected to arrive in Oxnard on Monday in a De Havilland DHC-8 turboprop aircraft.

Oxnard police say the Golden Knights will conduct approximately eight daily jump missions from around 8:45 a.m. to around 2 p.m., weather permitting. Each jump will likely feature two jumpers working in tandem with an assigned member of the Golden Knights team.

Their plane will take off from the Oxnard Airport, and they will land either back at the airport or on the south end of Silver Strand Beach.

Up Next - Education Department to begin debt collection on st...



The U.S.Army Golden Knights parachute into Northwest Stadium in Landover, Maryland before a college football game between Navy and Army on December 14, 2024 in Landover, Maryland. (Getty Images)

### Read More

The team will depart town Friday morning, officials said.

The Golden Knights are one of only three aerial demonstration teams sanctioned by the Department of Defense, along with Navy Blue Angels and the Air Force Thunderbirds.

For more information about the U.S. Army Golden Knights, <u>click here</u>.

**Suggest a Correction** 

## VC Star.

### **LOCAL**

# Junior Fire Academy to open registration soon through Ventura County Fire

Staff reports Ventura County Star

April 23, 2025, 5:30 a.m. PT

### **Key Points**

Registration opens May 1.

Junior Fire Academy is open to campers age 13-15.

Frist weeklong session starts July 14.

The Ventura County Fire Department will soon open registration for its popular Junior Fire Academy sessions for summer 2025.

Registration for a spot in one of the free academies runs from 9 a.m. May 1 to 5 p.m. May 8. The application window may close early if sessions fill up, which officials say is expected.

The five-day academies are for boys and girls age 13 to 15. The department will host three this summer starting in mid-July.

Firefighters provide instruction that includes hands-on activities, interactive learning and field trips.

Participants learn what it takes to be a firefighter and are introduced to related careers including as a paramedic, fire inspector, fire prevention officer and dispatcher, officials said in a news release.

Attendees learn about fire behavior, personal protective equipment, fire hoses and tools. They are taught hands-only CPR and basic first aid. Each Junior Fire

Academy concludes with a graduation ceremony and family barbecue lunch on the final Friday.

The weeklong sessions provide a good first step toward the department's Fire Explorer Program, officials said. The Explorer program is aimed at those age 16 to 20 interested in a firefighting career.

The junior academies are held at the fire agency's regional training center at 102 Durley Ave. at the Camarillo Airport.

Each session is limited to 30 participants. Spaces will be filled on a first-come, first-served basis. Priority is given to first-time campers.

The academies will be held July 14-18, July 21-25 and July 28 to Aug. 1. Hours are 8 a.m. to 4 p.m. except on the final Friday, which winds up at 1 p.m.

When the registration window opens, campers can apply at the academy's page by searching for "Junior Fire Academy" at vcfd.org.

So far, a Girls' Fire Camp for 2025 hasn't been scheduled, a department official said. The girls' camps, which are open to boys and girls, have provided two-day weekend sessions for those age 14-18.

More information on the upcoming junior academies is available by emailing JFA@ventura.org.