



COUNTY of VENTURA

Department of Airports

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

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

Thursday

March 13, 2025

6:30 P.M.

****TEMPORARY MEETING LOCATION BELOW****

VENTURA COUNTY OFFICE OF EDUCATION
CONFERENCE & EDUCATIONAL SERVICES CENTER
(VCOE)
5100 ADOLFO ROAD
CAMARILLO, CA 93010
“VENTURA ROOM”

Public Participation Options and Instructions:

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

WEBINAR:

<https://us06web.zoom.us/j/87957255261?pwd=zouksbgWLIHOTb0DVXLibsHPKFRfJR.1>

TELEPHONE: 1-669-444-9171

WEBINAR ID: 879 5725 5261

WEBINAR PASSCODE: 992811

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. Please ensure that all background noise is muted (TV, radio, etc.)

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

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

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

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

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

AGENDA

- 1. CALL to ORDER and PLEDGE of ALLEGIANCE**
- 2. ROLL CALL**
- 3. AGENDA REVIEW**
- 4. APPROVAL of MINUTES – January 9, 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 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 before the end of the public comment period.

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

Zoom Public Comment:

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

E-mail or Mail Public Comment:

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

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

6. CONSENT AGENDA

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

OXNARD AIRPORT AUTHORITY

A. Subject: 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 Pages 19-51

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).

CAMARILLO AND OXNARD AIRPORT AUTHORITY

B. Subject: Approval of the Five-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports or His Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 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 Pages 52-122

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.

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. Subject: Receive and File the Report Regarding Recognition of Alternate Public Members during the Camarillo/Oxnard Airport Authority Meetings Pages 123-126

Recommendation:

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

B. Subject: Recognition Presentation of Ventura County Fire Department Aviation Unit's Continued Dedication to Community Service During the Mountain Fire Pages 127-128

Recommendation:

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

C. 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 Agreements, Extensions, Amendments, Consents, Termination Notices, and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule Pages 129-244

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); and
3. Approve, adopt, and execute the resolution (pages 39-46 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.

OXNARD AIRPORT AUTHORITY

D. Subject: Receive and File a Staff Report Regarding Skydiving Operation Tests and Future Operations at Oxnard Airport Pages 245-247

Recommendation:

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

8. DIRECTOR'S REPORT

9. REPORTS Pages 248-290

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

10. CORRESPONDENCE Pages 291-351

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 Manager, 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

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

12. ADJOURNMENT

The next regular Authority meeting will be on **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.

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/87957255261?pwd=zouksbgWLIHOTb0DVXLibsHPKFRfJR.1>

Webinar ID: 879 5725 5261
Passcode: 992811
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. 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.





COUNTY of VENTURA

Department of Airports

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

CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

MINUTES

January 9, 2025

1. CALL to ORDER and PLEDGE of ALLEGIANCE

OAA Chair Vianey Lopez, called the meeting to order at 6:30 p.m. CAA Vice Chair Tony Trembley then led the pledge of allegiance.

2. ROLL CALL

CAA PRESENT

Vianey Lopez
Tony Trembley
Scott Barer
Susan Santangelo

CAA ABSENT

Kelly Long (E)

OAA PRESENT

Vianey Lopez
Barbara Filkins
Bert Perello
Gabe Teran

OAA ABSENT

Kelly Long (E)

Excused (E)

Late (L)

Alternate (Alt)

AIRPORT STAFF

Keith Freitas, Director
Dave Nafie, Deputy Director
Jannette Jauregui, Communications &
Engagement Manager
Denise Arreola, Management Assistant

PRESENTERS

Paul Hannah, LEAN Corporation

3. AGENDA REVIEW

No changes to the agenda.

4. APPROVAL OF MINUTES – November 14, 2024

Camarillo Airport Authority: Upon the motion of Public Member Scott Barer and seconded by Councilmember Susan Santangelo, the Authority hereby approves the November 14, 2024, minutes. All members voted in favor and the motion passed unanimously 4-0.

Oxnard Airport Authority: Upon the motion of Mayor Pro-tem Gabe Teran and seconded by Public Member Barbara Filkins, the Authority hereby approves the November 14, 2024, minutes. All members voted in favor and the motion passed unanimously 4-0.

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 NOT on the agenda must be submitted before the end of the public comment period.

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

Public comments heard.

6. 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. Subject: Selection of Chair and Vice-Chair for Calendar Year 2025

Recommendation:

Nominate and select the 2025 Chair and Vice-Chair for the Oxnard Airport Authority.

Keith Freitas, Director of Airports, provided a brief clarification of the typical Chair and Vice-

Chair appointment rotation.

Oxnard Airport Authority: OAA Chair Vianey Lopez nominated Mayor Pro-tem Gabe Teran for 2025 Oxnard Airport Authority Chair and Mayor Pro-tem Gabe Teran seconded the motion. Mayor Pro-tem Gabe Teran accepted the appointment. All members voted and the motion passed unanimously 4-0.

Councilmember Bert Perello nominated Public Member Barbara Filkins as 2025 Oxnard Airport Authority Vice-Chair and Mayor Pro-tem Gabe Teran seconded the motion. Public Member Barbara Filkins accepted the appointment. All members voted and the motion passed unanimously 4-0.

2025 Seats: Mayor Pro-tem Gabe Teran, Chair
Public Member Barbara Filkins, Vice-Chair

CAMARILLO AIRPORT AUTHORITY

B. Subject: Selection of Chair and Vice-Chair for Calendar Year 2025

Recommendation:

Nominate and select the 2025 Chair and Vice-Chair for the Camarillo Airport Authority.

Camarillo Airport Authority: Councilmember Susan Santangelo nominated Councilmember Tony Trembley as 2025 Camarillo Airport Authority Chair and Public Member Scott Barer seconded the motion. Councilmember Tony Trembley accepted the appointment. All members voted and the motion passed unanimously 4-0.

Councilmember Tony Trembley nominated Public Member Scott Barer as 2025 Camarillo Airport Authority Vice-Chair and Supervisor Vianey Lopez seconded the motion. Public Member Scott Barer accepted the appointment. All members voted and the motion passed unanimously 4-0.

2025 Seats: Councilmember Tony Trembley, Chair
Public Member Scott Barer, Vice-Chair

C. Subject: Receive and File an Update on the Approach and Flight Procedures Analysis for Camarillo Airport

Recommendation:

Receive and file an update on the Approach and Flight Procedures Analysis for Camarillo Airport.

Keith Freitas, Director of Airports, introduced Paul Hannah from LEAN Corporation for this item. Paul Hannah provided an overview of the collaborated efforts by the Department of Airports and LEAN Corporation regarding the approach and flight procedures analysis for

Camarillo Airport. The Authorities expressed their gratitude to Paul Hannah and the Department of Airports for being transparent and listening to the community. CAA Chair Tony Trembley requested the presentation slides be made available to the public and Authorities, and a status report in approximately 90-120 days.

Camarillo Airport Authority: Without motion, the Authorities receive and file the update on the approach and flight procedures analysis for Camarillo Airport.

CAMARILLO AND OXNARD AIRPORT AUTHORITY

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

Recommendation:

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

Jannette Jauregui, Communications and Engagement Manager, presented the Department of Airports twelfth feature story. The segment highlighted the Aviation Program offered by the Ventura County Office of Education (VCOE). The Authorities shared their experiences related to VCOE programs and aviation scholarships. The Department of Airports is supportive of all aviation related programs.

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

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

E. Subject: Receive and File a Staff Report Regarding Airport Funding Basics

Recommendation:

Receive and file a staff report covering the basics of how airports are funded, the systems Camarillo and Oxnard Airports serve critical roles in, and the benefits of our airports to all residents and guests in Ventura County.

Dave Nafie, Deputy Director, presented a review of airport funding basics. OAA Chair Gabe Teran requests a follow up discussion on the economic outcomes of both airports' presence in the community. Director Freitas confirmed it is on the schedule to report this year.

Camarillo Airport Authority: Without motion, the Authorities receive and file the staff report regarding airport funding basics.

Oxnard Airport Authority: Without motion, the Authorities receive and file the staff report regarding airport funding basics.

8. DIRECTOR'S REPORT

Camarillo Airport became an airbase to support the Franklin Fire, followed by the fires in Malibu, and now for the third time (in 60-days) another fire that sparked in Ventura County. Camarillo Airport has remained as a fire attack air base for Cal Fire while they assist these communities. Presently, twenty-plus helicopters are stationed and twenty more coming in the next few days, a total of forty between Oxnard and Camarillo Airports. These helicopters are here to support the communities during these critical times. Supervisor Kelly Long, who is also an Authority member, is not here this evening so she can attend the command post tonight.

The Department of Airports and Wings Over Camarillo partners are in ongoing discussions regarding air show parking. We received a lot of interest from the Port of Hueneme seeking vacant properties for additional parking at Camarillo Airport. This is good revenue for the airport. Part of the requirement for grant assurance is monetizing as best as we can for two airports. It's hard to determine what the air show parking demand will be between now and August, but we are working with our air show partners.

Thanks to Congresswoman Brownley's office for their support in securing a \$1.83-million grant for the runway redesign at Camarillo Airport. As you are aware \$40-million was spent on the completed runway at Oxnard Airport and the same is needed at Camarillo Airport. The total cost is approximately \$85-million to repair all the pavement over the next ten years. This first grant covers the redesign costs.

The Department of Airports would like to congratulate Erin Powers, who oversees our Grant Projects, on accomplishing 15 years of public service. We are happy to recognize Erin for all the great work she's achieved.

The Department would like to recognize the Oxnard Airport Maintenance and Operations divisions. Every year Caltrans Safety inspectors come out for inspection. For the second year in a row Oxnard Airport had no issues or deficiencies noted. Congratulations to Airport Operations and Airport Maintenance crews for their great work!

Sky Harbour, a publicly traded company, is the new partner owner of CloudNine. Although Sky Harbour bought into the ownership, there are no significant changes to CloudNine tenants. Again, no changes to their tenants and leases.

The soil stockpile at Oxnard Airport was officially removed by December 18th. The California Regional Water District required that we stockpile the soil, which didn't make neighbors happy. The stockpile was then covered in plastic tarps below and on top so the soil wouldn't seep. After testing the soil, some traces of (parts per trillion) PFAS were detected. Director Freitas later recognized Supervisor Lopez that had the idea to share this effort with OAA Chair/Mayor Pro-tem Teran because he does great social media work. Special thank you given to OAA Chair/Mayor pro-tem Teran for creating the video and sharing on your social media platforms to the community. That really helped.

The skydiving proposal is slated for January/February time frame. The plan is getting notice out to stakeholders beforehand and educating our community to minimize the concerns of people falling out of airplanes. The FAA will be present to observe the trial and test runs. On a side note, the Department received a call from the Army's Golden Knights professional jump team with their interest in local jumps around the Country. We will communicate if that come to fruition in the next several months.

In the agenda packet there is a letter to a company because they brought their Boeing business jet to Camarillo Airport and should not have done so. Deputy Director Dave Nafie was fist on scene to contact and track down the pilots onsite and reminded them they do not have authorization to be here. The pilots were cordial and immediately relocated the airplane offsite and not to be returned ever again. We took immediate action that forced us to look at how this happened. We updated the supplement chart (green book) for pilots to reference when they are not familiar with an airport. A notice/advisory on the ATIS recordings is a potential option and discussed approach, but there are limitations on the notification system. Those recordings are reserved for immediate safety concerns like closures to runways and taxiways. It's not impossible, but the process is in consideration.

Director Freitas addresses Commissioner Bert Perello's comment with respect to the properties sought out for purchase at Oxnard Airport and what are the updates to the soil. The Department of Airports has gone through the processes to hire a consulting firm. In the next 60-days a consulting firm will assist the Department in evaluating what the contamination issues are and a remediation plan. Director Freitas clarifies why the volume of citations at Oxnard Airport compared to Camarillo Airport. Oxnard Airport has parking lot and terminal with rental cars. People tend to show up and leave their cars for extended periods of time. We don't have that same opportunity at Camarillo Airport, which explains why the bulk of citations are at Oxnard Airport.

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 – October, November 2024

Monthly Noise Complaints – October, November 2024

Consultant Reports (Coffman Associates) –October, November 2024

Consultant Reports (Woolpert – Camarillo Airport) – October, November 2024

Consultant Reports (Woolpert – Oxnard Airport) – October, November 2024

Consultant Reports (Mead & Hunt) – October, November 2024

Airport Tenant Projects – December 2024

Project Status Report – January 2025

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.

Department of Airports News dated November 5, 2024, re: V-22 Osprey Training Expected

Department of Airports News dated November 6, 2024, re: 11/6/24 Mountain Fire Information Update

FLYING Magazine article dated November 7, 2024, re: Camarillo Airport Plays Vital Role in Fighting Mountain Fire

Department of Airports News dated November 7, 2024, re: 11/7/24 Mountain Fire Update, CMA Closure

Department of Airports News dated November 8, 2024, re: 11/8/24 Update to TFR, NOTAM

Department of Airports News dated November 10, 2024, re: 11/10/24 Update to TFR, NOTAM, CMA Closure

Department of Airports News dated November 11, 2024, re: Update to TFR, NOTAM, CMA Closure

Department of Airports News dated November 15, 2024, re: Mountain Fire: A Community Response Beyond the Flames

Ventura County Star article dated November 17, 2024, re: Chaos and devastation: How the Mountain Fire erupted

Department of Airports News dated December 3, 2024, re: Ventura County Department of Airports: Update to Soil Stockpiles at Oxnard Airport

Department of Airports News dated December 11, 2024, re: Fire Response and Increase in Aircraft Activity

Response letter from Tony Trembley, Mayor of the City of Camarillo, dated December 16, 2024, addressing Keith Freitas, Director of Airports, September 24, 2024, letter re: Camarillo Airport Part 150 Noise Compatibility Study Comments (Director Freitas's September 24th letter is included in full agenda packet.)

Notice of Violation from Keith Freitas, Director of Airports, to Sands Aviation, LLC., dated December 31, 2024, re: Notice of Violation – Unauthorized Operation 29DEC and 30DEC – Camarillo Airport – Exceeded Weight Restrictions.

Correspondence was received and filed.

10. AUTHORITY COMMENTS

OAA Chair Gabe Teran thanks Director Freitas and the Airports team for their transparency and keeping the community updated of what's happening. Being available to the community taking their calls, e-mails and sharing the soil testing reports and assuring the outcome. More importantly, removing and disposing of the soil properly to a place where it's meant to go. Additionally, thanks to Director Freitas for the update on skydiving at Oxnard Airport. He's looking forward to receiving a subsequent report on the skydiving testing. It's appreciated that Department is informing the public and those near the skydiving area to be aware what's happening. Regarding Deputy Director Nafie's slide with the Jetsons, after that item concluded something occurred to OAA Chair Teran. He puts into perspective to the public; it may seem wild to think autonomous aircraft or electric aircrafts is science fiction or not going to happen in our lifetime. He emphasizes it was only 20-25 years ago that it was predicted every single person would not only have a cellphone, but also have the entire encyclopedia at your fingertips. Technology grows at leaps and bounds so who knows what we'll be saying in 20 years from now.

Public Member Barbara Filkins highlights the Oxnard Airport/CAU has a whole educational facility on the field which has been selected as the 25th top online school by Newsweek this year. This placement beat out Stanford and M.I.T. The education benefit at Oxnard is strong, including a master's degree program available.

For next meeting, CAA Chair Tony Trembley requests a discussion/action item related to alternate public members sitting on the dais during Authority meetings. He would like to receive any necessary legal input from County Counsel and/or what changes are needed to amend the bylaws to accomplish this request. Additionally, CAA Chair Tony Trembley requests an agendized status report and presentation on the progress related to the Wings Over Camarillo Air Show parking issue. At this time, he is not seeking an appointment of a formal subcommittee. However, on the agendized item, it should include the potential for approval or establishment to an add on a sub-committee, if the Authority believes that to be the appropriate step. Lastly, CAA Chair Tony Trembley gives kudos to Jannette Jauregui and proposed story concepts. One possible story could be on the Airports role in transportation of organs for transplants. Another possible story or a short video of the importance the airport provides related to firefighting efforts. Moreover, he suggests a video and/or presentation from the Department of Airports staff at City Council meetings about the Airports role during firefighting and the airport funding basics presentation that was shown today. These presentations would be excellent if shared together.

11. ADJOURNMENT

There being no further business, the January 9, 2025, meeting of the Camarillo Airport Authority and Oxnard Airport Authority was adjourned with all Authority members in favor at 7:50 p.m.

The next regular Authority meeting is scheduled on **Thursday, February 13, 2024, at 6:30 p.m.** in the Department of Airports Administration Office Conference Room, 555 Airport Way, Suite B, Camarillo, California.

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



March 12, 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 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).

Fiscal Impact:

	FY 2024-25	FY 2025-26
Revenues	\$18,298	\$219,576
Costs	\$0	\$0
Net Gain/(Loss)	\$0	\$0

Funding Source: Axis Air, LLC

Match requirement: None

Discussion:

In April of 2024 the Department of Airports issued a Request for Proposal for the redevelopment of the existing Golden West Jet Center (Golden West) facility and the large ramp area at the Oxnard Airport. The lease with Golden West expired and the tenant did not meet the investment criteria for negotiating an extension. The Department of Airports wished for further development of the area to expand aviation facilities and provide additional business opportunities at the Oxnard Airport. By providing enhanced operational capabilities of a full-service Fixed Base Operator (FBO) thereby enhancing the economic self-sufficiency of the Oxnard Airport.

Axis Air, LLC., is a newly formed Limited Liability Company representing a long-time user of the Oxnard Airport as California Aeronautical University which was based at the Golden West facility. Axis Air, LLC., proposes renovation of the existing facility, additional development of hangar structures for general aviation and commercial aviation services, fueling, aircraft maintenance and storage, in addition to the expansion of facilities for the existing flight school for California Aeronautical University.

The lease is for a 35-year term (no options to extend) and a capital investment of \$2.5 million, to be completed within 7 years of the lease execution. Axis Air, LLC., will pay ground rent on the 5.17-acre site with fixed annual rent increases.

Strategic Priority:

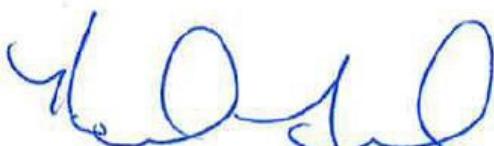
Fiscal Responsibility and Economic Vitality

By enhancing the services and facilities at the 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.

Reliable Infrastructure and Sustainability

New investment in upgrading airport facilities and fueling apparatus, 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 the 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.



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

Attachments:

Exhibit 1 – Proposed Lease with Axis Air, LLC

OXNARD AIRPORT

LEASE AGREEMENT

BETWEEN

COUNTY OF VENTURA

AND

AXIS AIR, LLC, A California limited liability company

**LEASE AGREEMENT - OXNARD AIRPORT
AXIS AIR, LLC, a California Limited Liability Company**

TABLE OF CONTENTS

SECTIONS	PAGE
1. PROPERTY LEASED.....	1
2. TERM AND TITLE TO IMPROVEMENTS.....	1
3. HOLDOVER.....	1
4. PURPOSE.....	1
5. USE OF AIRPORT FACILITIES.....	3
6. ALTERATIONS BY TENANT.....	3
7. RENT.....	3
8. FAILURE TO PAY WHEN DUE.....	5
9. SIGNS AND ADVERTISING.....	5
10. EMPLOYEE INFORMATION.....	5
11. SECURITY DEPOSIT.....	5
12. SURETY BOND.....	6
13. INSURANCE.....	6
14. INSURANCE DURING COURSE OF CONSTRUCTION	8
15. TAXES AND ASSESSMENTS.....	9
16. UTILITIES.....	9
17. JANITORIAL SERVICES & GROUNDS MAINT.....	9
18. TRASH AND RUBBISH SERVICES, WASTE OIL COLLECTION.....	9
19. COOPERATION BETWEEN TENANTS.....	9
20. REPAIRS AND MAINTENANCE BY COUNTY.....	9
21. REPAIRS AND MAINTENANCE BY TENANT.....	9
22. ENTRY BY COUNTY.....	10
23. COMPLIANCE WITH LAW.....	10
24. AIRPORT REGULATIONS.....	10
25. FIRE REGULATIONS.....	10
26. ENVIRONMENTAL PROTECTION.....	10
27. CONTAMINATION AND POLLUTION.....	11
28. STORMWATER REGULATIONS ACKNOWLEDGMENTS.....	11
29. RENEWABLE ENERGY REQUIREMENTS.....	12
30. ASSIGNMENT AND SUBLETTING.....	12
31. DOCUMENT PROCESSING FEE.....	13
32. DEFAULT OR BREACH.....	13
33. WAIVER AND NON WAIVER.....	13
34. PARTIES BOUND AND BENEFITED.....	14
35. TIME.....	14
36. HOLD HARMLESS AND INDEMNIFICATION.....	14
37. DESTRUCTION OF PREMISES.....	14
38. FAA SPECIAL PROVISIONS.....	14
39. FEDERAL GOVERNMENT EMERGENCY CLAUSE.....	16
40. CONDEMNATION.....	16
41. CONDITION OF PROPERTY UPON TERMINATION.....	16
42. REMOVAL OF TENANT'S PERSONAL PROPERTY.....	16
43. ENTIRE AGREEMENT.....	17
44. AGREEMENT MODIFICATIONS.....	17
45. PARTIAL INVALIDITY.....	17
46. GENDER AND NUMBER.....	17
47. SECTION HEADINGS.....	17
48. GUARANTY.....	17
49. ENCUMBRANCE OF LEASEHOLD INTEREST BY TENANT.....	17
50. NO SMOKING PROVISIONS.....	19
51. REMOVAL OF UNDERGROUND FUEL TANKS.....	19
52. NOTICES AND PAYMENTS.....	20

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 THIS LEASE (Agreement) is made and entered into by and between:
2 COUNTOY OF VENTURA (County) and
3 Axis Air, a California Limited Liability Company (Tenant).
4
5

6 The parties agree that:
7
8

9 **1. PROPERTY LEASED.** County hereby leases to Tenant and Tenant hereby leases from
10 County the property (hereinafter called the Premises), located on the Oxnard Airport (hereinafter
11 called the Airport), briefly described as follows:
12
13

14 **That portion of County's property located at the northeast portion of the Airport**
15 **consisting of 5.17 acres (approximately 225,205 square feet) of an existing**
16 **improved area and hangar and office building, labeled as the "Premises" on the**
17 **drawing marked Exhibit "A," which is attached hereto and made a part hereof by**
18 **reference.**

19 **2. TERM ,AND TITLE TO IMPROVEMENTS**
20

21 A. Term. The term of this Agreement is thirty-five (35) years (Initial Term), beginning on the
22 Effective Date, (which is the date of the last signature to this Agreement).
23
24

25 B. County holds fee simple title to all improvements on the Premises that exist as of the
26 Effective Date. All rights, title, and interest in any new improvements (the "New
27 Improvements") built by Tenant on the Premises during the Initial Term shall be the property
28 of the Tenant during the Initial Term and shall automatically vest in County upon termination
29 or cancellation of this Agreement or upon the expiration of the Initial Term of this Agreement,
30 whichever occurs first. The proposed "New Improvements" are outlined in the Exhibit "D"
31 attached hereto and incorporated in this Agreement.
32

33 **3. HOLDOVER.** County shall provide Tenant advance notice of the lease expiration.
34 Notwithstanding the above, if Tenant holds possession of the Premises after the expiration of
35 the term of this Agreement or any extension thereof, with consent of County, either expressed
36 or implied, Tenant shall become a tenant from month to month, and all rights, title, and interest
37 in all improvements on the Premises shall automatically vest in County. All rent(s) for said
38 holdover tenancy shall be adjusted to reflect the rate, as set forth in the then-current Department
39 of Airports' Rent and Fee Schedule (Rent and Fee Schedule) adopted by County's Board of
40 Supervisors (Board), and shall include the then-appraised value of the then-County-owned
41 improvements. All other terms and conditions of this Agreement shall remain unchanged.
42

43 **4. PURPOSE.** Tenant intends to construct on the Premises facilities suitable for commercial
44 businesses as outlined in the Required Minimum Standards for Aeronautical Services for
45 Ventura County Airports (Minimum Standards), attached hereto as Exhibit "C," incorporated
46 herein by this reference, and as further amended from time to time, including facilities for storage
47 of aircraft and fuel, aircraft maintenance and repair, aviation business activities, and offices for
48 aviation-related use; and all required apron, ramp, and taxi lanes to access the existing runway.
49 Tenant may sublease the Premises to third parties, including but not limited to governmental
50 agencies, for the uses permitted by, and under the conditions elsewhere imposed by, this
51 Agreement.
52

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

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

4 **A. Required Services.**

5 Tenant shall operate as a Full Service Aeronautical Service Provider, as defined in the then-
6 current version of the Minimum Standards, which is incorporated herein by this reference,
7 and, in addition to aircraft maintenance and repair, provide at least three (3) of the following
8 activities at any given time:

9

- 10 1. Aircraft management and/or storage services.
- 11 2. Ramp services including loading and unloading of passengers, baggage, mail, and
12 freight; and providing of ramp equipment, aircraft cleaning, and other services for air
13 taxi/charter and other persons or firms.
- 14 3. Aircraft charter.
- 15 4. Aircraft equipment and parts sales.
- 16 5. Aircraft rental.
- 17 6. Flight instruction.
- 18 7. Radio/electronic/avionics sales and service.
- 19 8. Research and development of aviation related supplies, equipment and services

20 Note: In order to provide fueling service, ASP **must** be a full service provider

21 **B. Authorized Services.**

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

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

28 1. Tenant shall at all times comply with the then-current Minimum Standards or requirements
29 promulgated by County, applicable to each of Tenant's activities on the Airport.

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

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

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

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

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

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

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

8 8. Tenant shall at all times maintain, and no less than annually provide the Director with, a
9 current listing of all aircraft based or stored on the Premises, whether by Tenant or by any other
10 person or entity. For purposes of this section, an aircraft is “based” on the Premises if it is
11 operational and airworthy and operates from the Premises for six months in any calendar year.

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

15 10. Tenant shall properly collect, store and dispose of used motor oil generated on the
16 Premises, in accordance with applicable laws and regulations, and shall establish collection
17 service with an approved vendor, evidencing such contract and collection manifests to County
18 no less than quarterly.

19 D. Operating Schedule. Beginning on the date any facilities on the Premises are first offered
20 for use by the general public, all of the uses and services specified herein shall be provided
21 on the Premises not less than eight hours per day and not less than five days per week. A
22 change in the operating schedule may not be made prior to receipt of written approval from
23 the Director.

24 E. Use. No other uses are permitted except with prior written consent of the Director.
25 Authorization for other uses shall be null and void if not exercised within six (6) months after
26 such authorization.

27 5. **USE OF AIRPORT FACILITIES.** Tenant has the nonexclusive right to the use of the
28 runways and taxiways of the Airport, the public waiting rooms, rest rooms, and other public
29 places in the Airport, the roadways and landing aids, and other public facilities provided by
30 County.¹

31 6. **ALTERATIONS BY TENANT.** Tenant shall construct and complete improvements to the
32 Premises, for a total investment of not less than \$2,500,000 (“Tenant’s Construction”), provided,
33 however, that approval of all such improvements, alterations, and additions must be obtained
34 in advance in writing from the Director. All improvements, alterations, and additions shall
35 conform to the then-current Airport Design Criteria for Construction and Specifications for
36 Construction and Maintenance by Tenant, as may be amended from time to time, which is
37 incorporated herein by this reference. Tenant shall obtain all necessary applicable permits after
38 securing the Director’s written approval of plans. The Director’s approval shall not be
39 unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right to make
40 cosmetic additions to the Premises such as paint, carpet, cabinetry and fixture replacements,
41 which 1) shall not be part of the required improvement investment of Tenant’s Construction and
42 2) shall not require County’s consent. Interior modifications for which applicable codes or
43 statutes require a permit, including, but not limited to, the relocation or removal of walls, utility
44 work such as plumbing and electrical alterations, require a permit and County’s consent.

45 Tenant’s Construction of \$2,000,000 of improvements must be completed within eighty-four (84)

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 months (7 years) from the Effective Date and the remainder of \$500,000 must be completed
2 within 10 years from the Effective Date, which shall be evidenced to County by a signed off
3 building permit for Tenant's Construction and copies of paid invoices. Tenant will identify what
4 portion of Tenant's Construction are for energy efficient upgrades to the facility. Failure to
5 complete the required investment and construction within the designated period shall constitute
6 a material and incurable default of the Agreement (subject to the terms of Section 32, below).
7

8 Tenant must coordinate with County to file Form 7460-1, Notice of Proposed Construction or
9 Alteration, with the Federal Aviation Administration (FAA) for its review prior to the
10 commencement of any construction. This shall be completed at the sole cost and expense
11 of Tenant.
12

13 Tenant must comply with the prevailing-wage requirements of Labor Code section 1720, if
14 applicable, on all improvements and alterations to the Premises that constitute "public works"
15 as defined by, and that are not otherwise exempt from, that statute.
16

17 **7. RENT.** The monthly rent during the term of the Agreement consists of Ground Rent as
18 outlined below:
19

20 **Ground Rent:** Tenant shall pay Ground Rent at the rate specified in the then-current Rent
21 and Fee schedule for aviation land (the "Aviation Land Rate"). As of the Effective Date, the
22 Aviation Land rate is \$.08125/SF/Month.
23

24 = 225,205 SF X \$.08125.sf = **\$18,298.00 per month**
25
26
27

28 The monthly Rent shall be payable, in advance, on the first day of each month, commencing on
29 the first day of the first month after the Effective Date. If this Agreement commences on a day
30 other than the first of the month, then the first month's Rent will be the pro rata share of the
31 monthly Rent and will be payable immediately.
32

33 -
34 The Rent shall be adjusted annually by two percent (2%) on the first day of the month following
35 the anniversary date of the Effective Date (if the Effective Date is not on the first of the month)
36 and reset at the beginning of the 11th, 21st and 31st year to the then-current market rent as
37 determined and outlined in the then-current Rent and Fee Schedule (the "Rent Re-Set Date"),
38 however, in no event will the Rent Re-set amount exceed 25% above the rent paid at the
39 beginning of the 1st, 10th, and 20th year, respectively.
40

41 -
42 Notwithstanding the above rental schedule for the Premises, and as further provided in
43 Section 51 herein, County intends to remove the existing in-ground fuel tanks located at the
44 Premises (the "In-ground Fuel Tanks"), comprising an area of 6,000 SF (approximately 100'
45 X 60'). Until such time as the In-ground Fuel Tanks have been removed and the area restored
46 to a level paved or concrete area, Tenant's Monthly Ground Rent is reduced by 6,000 SF
47 multiplied by the then-current Aviation Land Rate specified in the Rent and Fee. As of the
48 Effective Date, Current Aviation Land Rate is \$.08125 per square foot per month and the
49 monthly offset is \$487.50.
50

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 In addition to Rent, Tenant shall pay County a fuel flowage fee each calendar quarter ending
2 March 31, June 30, September 30, and December 31, during the term of this Agreement.
3 Current charges are: 1. Fuel Flowage Fee of \$.06 per gallon, Fuel Facility Fee (for Fuel
4 Farm) of \$.02 per gallon of aviation fuel delivered to Tenant at the Airport, and if Tenant leases
5 tanks from County, Tenant will pay a Fuel Storage fee of \$.046 per gallon. 2. Oil Flowage
6 Fee of \$.15 per gallon for each gallon of oil delivered to Tenant at the Airport.
7

8 Fuel Flowage and Storage Fees shall be payable for the calendar quarter during which the
9 petroleum products were delivered to Tenant at the Airport. In computing fuel flowage rent,
10 there shall be no offset, carry over or carry back from prior months. In the event this
11 Agreement is terminated, the final accounting period shall consist of that period of time
12 between the last quarter and the termination date of this Agreement.
13

14 During any period for which Fuel Flowage and Storage Fees are payable hereunder, Tenant
15 shall maintain books, records and accounts in such form and detail as the County Auditor may
16 require, and shall make said records and accounts available to County Auditor within ten (10)
17 days of a written demand for same, which shall adequately and correctly reflect and account
18 for all petroleum products delivered to Tenant at the Airport.
19

20 The acceptance by County and any statement made by Tenant herein provided shall not
21 preclude County from thereafter questioning the accuracy or completeness thereof. If any
22 such statement shall be found to be inaccurate or incomplete, adjustment shall be made
23 forthwith in accordance with the true deliveries for the period and any additional rent that may
24 be due shall be forthwith paid.
25

26 It is understood and agreed that fuel flowage and storage fees are determined by the Rent
27 and Fee Schedule established for all leases at the Airport. The Rent and Fee Schedule is
28 subject to change by the Board of Supervisors during the term of this Agreement, or any
29 renewal or extension thereof. Tenant shall pay at the changed rent as established by the
30 action of the Board of Supervisors.
31

32 **8. FAILURE TO PAY WHEN DUE.** If money payable to County as a condition of this Agreement
33 is not paid prior to ten (10) days after the due date, a fee of ten percent (10%) of the amount
34 due and unpaid, except that such fee shall not be less than twenty-five dollars (\$25.00), will be
35 added to the amount due and such total sum shall be due and payable to County as of the
36 original delinquency date. A further fee in the same amount will be added for each thirty- (30)
37 day period following addition of the fee, until paid. If the Board amends this requirement in the
38 Rent and Fee Schedule, the fee provided by this section will be adjusted to the new amount
39 when the rent is next adjusted on the adjustment schedule provided in section 6.
40 Notwithstanding the above, failure to pay charges when due is a default of the Agreement
41 (subject to the terms of Section 32, below).
42

43 **9. SIGNS AND ADVERTISING.** Tenant shall not erect or display, or permit to be erected or
44 displayed, on the Airport or to the exterior of the buildings on the Premises, any signs or
45 advertising matter of any kind without first obtaining the written consent of the Director, which is
46 subject to the approved signage program for the Oxnard airport. Tenant shall obtain all
47 necessary applicable permits after securing the Director's written approval of such signs or
48 advertising.
49

50 **10. EMPLOYEE INFORMATION.** Tenant shall provide and keep current in the Director's office

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 a list of Tenant's management personnel and full-time employees and their telephone numbers
2 for emergency purposes.

3
4 **11. SECURITY DEPOSIT.** Tenant shall provide County with and at all times thereafter maintain
5 an irrevocable security deposit in the amount of three times the initial monthly rent. Such amount
6 shall be adjusted periodically and concurrently with any adjustments to rent following thirty (30)
7 days written notice thereof from the County. The security deposit shall take one of the forms
8 set out below and shall guarantee Tenant's full and faithful performance of all the terms,
9 covenants, and conditions of this Agreement.

10
11 A. An irrevocable Letter of Credit from a financial institution in Ventura County wherein the
12 principal sum is made payable to County on order. County must approve both the financial
13 institution and the form of the certificate.

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

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

21 D. Cash on Deposit with County.

22 Regardless of the form in which Tenant elects to make the security deposit, all or any portion of
23 the principal sum shall be available unconditionally to County, after the notice and cure periods
24 provided in Section 32, for correcting any default or breach of this Agreement by Tenant, its
25 successors or assigns or for payment of expenses incurred by County as a result of the failure
26 of Tenant, its successors or assigns, to faithfully perform all the terms, covenants, and
27 conditions of this Agreement.

28
29 Should Tenant elect to assign a savings deposit to County, or provide a Time Certificate of
30 Deposit, to fulfill the security deposit requirements of this Agreement, the assignment or
31 certificate shall have the effect of releasing the depository or issuer therein from liability on
32 account of the payment of any or all of the principal sum to County on order upon demand by
33 County. The agreement entered into by Tenant with a financial institution to establish the deposit
34 necessary to permit assignment or issuance of a certificate as provided above may allow the
35 payment to Tenant on order of interest accruing on account of the deposit. If, at any time during
36 the term of this Agreement, any rent or other sum payable to County shall be overdue and
37 unpaid beyond all applicable notice and cure periods, County may, at County's option and with,
38 but not contingent on, written notice to Tenant, apply any portion of this security deposit to the
39 payment of any overdue rent or other sums due and payable to County under this Agreement.

40
41 Should the entire security deposit, or any portion thereof, be appropriated and applied by County
42 for the payment of overdue rent or such other sum due and payable to County by Tenant (as
43 described in this Section), then Tenant shall, within thirty (30) days after written demand by
44 County, restore the security deposit to the required amount. Tenant shall maintain the required
45 security deposit throughout the term of this Agreement. Tenant's failure to do so, beyond any
46 applicable notice and cure period provided in Section 32, shall be deemed a default and shall
47 be grounds for immediate termination of this Agreement. The security deposit shall be rebated,
48 reassigned, released or endorsed to Tenant or order, as applicable, at the end of the term of
49 this Agreement, provided Tenant is not then in default and has performed its obligation required
50 to be performed upon termination.

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1
2 **12. SURETY BOND.** No construction shall be commenced nor be deemed to have
3 commenced at the Premises until Tenant has provided County a Surety Bond in the amount
4 of the total estimated construction costs of the improvements specified in section 6 above.
5

6 The Surety Bond shall be in a form acceptable to County and shall state the following:
7

8 1. That it is conditioned to secure the completion of the improvements, free from all liens and
9 claims of contractors, subcontractors, mechanics, laborers, and material suppliers.
10 2. That the construction work shall be fully and faithfully performed by Tenant, the general
11 contractor, or, on their default, the surety.
12 3. That in default of such completion and payment, such part of the amount of the bond as
13 shall be required to complete the work shall be paid to County as liquidated and agreed
14 damages for the nonperformance of Tenant's obligations, it being agreed that the amount
15 of County's damages is extremely difficult to ascertain and determine.
16 4. That the surety will defend and indemnify County against all loss, costs, damage, expense,
17 claims, and liabilities arising out of or connected with the construction.
18

19 In lieu of a Surety Bond, Tenant may provide construction surety bonds supplied by Tenant's
20 general contractor or general contractors, provided such bonds contain the same conditions,
21 are issued jointly to Tenant and County, and are in an amount equal to the total estimated
22 construction cost of the improvements.
23

24 All Surety Bonds must be issued by a responsible surety company qualified to do business in
25 the State of California, acceptable to County, and shall remain in effect until the entire cost of
26 the work shall have been paid in full and the improvements shall have been insured as provided
27 in this Agreement. Surety Bonds shall be accompanied by all the documents enumerated in
28 Code of Civil Procedure section 995.660, subdivision (a), unless the surety company is listed
29 in the latest version of U.S. Department of Treasury Circular 570 and the surety company's
30 bonding limitation shown in said circular is sufficient to provide bonds in the amount of the bond
31 required under this Agreement.
32

33 In lieu of the above Surety Bonds, County, at its sole and absolute discretion, may accept from
34 Tenant some other instrument satisfactory to County or cash deposit which shall guarantee to
35 County completion of the improvements.
36

37 **13. INSURANCE.**

38 A. Tenant, at its sole cost and expense, will obtain and maintain in full force during the term of
39 this Agreement, the minimum insurance requirements as prescribed below:
40

41 1. Commercial General Liability “occurrence” coverage in the minimum amount of
42 \$2,000,000 combined single limit (CSL) bodily injury & property damage each
43 occurrence and \$4,000,000 aggregate, including personal injury, broad form property
44 damage, products/completed operations, broad form blanket contractual and \$100,000
45 fire legal liability.
46
47 2. Aircraft and Airport Operations including passengers, products and completed
48 operations: Combined single limit for bodily injury and property damage of \$2,000,000
49 each occurrence (waived until hangars are constructed).
50

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

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

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

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

9 6. Property coverage, Commercial Property Insurance covering (a) Tenant's
10 Property, and (b) any improvements and Alterations including the Tenant
11 Improvements, made by Tenant or at Tenant's request. Such insurance shall
12 include a waiver of subrogation endorsement in favor of County and shall be written
13 on a "Causes of Loss – Special Form" basis (or its equivalent), for the full
14 replacement cost (as reasonably approved by County) without deduction for
15 depreciation, and shall include coverage for theft, vandalism, malicious mischief,
16 casualty and sprinkler leakage. Such policy shall have a deductible not greater than
17 Twenty- Five Thousand and No/100 Dollars (\$25,000.00). The proceeds of such
18 insurance shall be used for the repair or replacement of the property so insured.
19 Upon termination of this Agreement following a casualty as set forth herein any
20 proceeds under (a) shall be paid to Tenant and any proceeds under (b) in excess of
21 Tenant's unamortized cost associated therewith shall be paid by Tenant to County.

22 B. The insurance coverages shall contain within the policy a "broad form" of liability
23 coverage, including any liability arising from contractual agreements, including leases, or
24 there shall be attached thereto an endorsement providing such coverage. The Board may
25 amend this requirement.

26 C. All insurance required will be primary coverage as respects County and any insurance
27 or self-insurance maintained by County will be excess to Tenant's insurance coverage and
28 will not contribute to it.

29 D. County and its boards, agencies, departments (including the Department of Airports),
30 officers, employees, agents and volunteers are to be named as Additional Insureds as
31 respects the Premises leased by Tenant under the terms of this Agreement on all policies
32 required (except Workers' Compensation).

33 E. Tenant agrees to waive all rights of subrogation against County and its boards, agencies,
34 departments, (including the Department) officers, employees, agents, and volunteers, for
35 losses arising directly or indirectly from the activities performed by Tenant.

36 F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after
37 thirty (30) days' written notice has been given to the Department.

38 G. County must be informed immediately if a claim exceeds the general aggregate of
39 insurance and additional coverage must be purchased to meet the above requirements.

40 H. Tenant agrees to provide County with the following insurance documents on or before

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 the effective date of this Agreement:
2

3

- 4 1. Certificates of Insurance for all required coverages.
- 5 2. Additional Insured endorsements.
- 6 3. Waiver of subrogation endorsements (A.K.A. Waiver of Transfer Rights of Recovery
Against Others, Waiver of Our Right to Recover from Others).

7
8 Failure to provide these documents, after any applicable notice and cure period described in
9 Section 32, may be grounds for termination or suspension of this Agreement.

10 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve
11 Tenant for liability in excess of such coverage, nor shall it preclude County from taking such
12 other actions as are available to it under any other provisions of this Agreement or otherwise in
13 law. Tenant shall be permitted to satisfy the insurance requirements hereunder through blanket
14 or umbrella insurance policies provided that such policies otherwise satisfy the requirements
15 set forth herein.

16
17 **14. INSURANCE DURING COURSE OF CONSTRUCTION.**

18 Tenant, at its sole cost and expense, will obtain and maintain in full force (and if required, cause
19 the appropriate contractor, engineer or architect, as applicable, to obtain Professional Liability
20 coverage as noted in Section 14. C. below) during the time period from the commencement of
21 Tenant's construction to the date County certifies in writing that construction of the
22 improvements required by this Agreement is complete, the following insurance:

23

- 24 A. Commercial General Liability “occurrence” coverage in the minimum amount of
\$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence
and \$4,000,000 aggregate, including personal injury, broad form property damage,
products/completed operations, broad form blanket contractual and \$100,000 fire legal
liability.
- 25 B. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL
bodily injury & property damage, including owned, non-owned and hired automobiles.
- 26 C. Professional Liability (Errors and Omissions) Engineers & Architects coverage in the
minimum amount of \$2,000,000 each occurrence and \$4,000,000 aggregate (to the
extent any engineers or architects are engaged in connection with the construction of such
improvements).
- 27 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 improvements are 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.
- 28 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.
- 29 F. Claims Made Insurance. If the Professional Liability coverage is “claims made,” Tenant
shall require/cause the applicable engineer or architect to maintain insurance, for a period
of twenty-four (24) months after the construction completion date, with a retroactive date
that is on or before the construction start date OR purchase an extended reporting
endorsement (tail coverage).

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

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

5 **16. UTILITIES.**

6 Tenant shall be responsible for permits, fees, connection, construction and maintenance of
7 service laterals for power, water and sewer services needed for Tenant's construction
8 project.

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

17 **17. JANITORIAL SERVICES AND GROUNDS MAINTENANCE.** Tenant shall provide all
18 janitorial, landscaping (including tree trimming), pest control, sweeping and parking lot services
19 and supplies at Tenant's sole expense. Tenant shall maintain the Premises at all times in a
20 neat, clean, orderly, and safe condition.

21 **18. TRASH AND RUBBISH SERVICES, WASTE OIL COLLECTION.** Tenant shall provide, at
22 Tenant's sole expense, proper containers for and the regular collection of all trash and rubbish
23 materials and waste oil, lubricants, paints or other chemicals and materials generated from or
24 accumulating on the Premises.

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

32 **20. REPAIRS AND MAINTENANCE BY COUNTY.** No repairs to the Premises of any nature
33 will be performed by County, except for (a) the removal of the existing underground fuel storage
34 facility, which is outlined in section 51 herein, or (b) repairs to existing underground utilities on
35 and serving the Premises (up to the building) from damage not caused by Tenant (by way of
36 example only, a clogged waste line outside the building caused by Tenant would be Tenant's
37 responsibility).

38 **21. REPAIRS AND MAINTENANCE BY TENANT.** Tenant accepts the Premises in the present
39 condition. Tenant shall keep the Premises in good condition and repair and shall make any
40 repair and modification necessary to comply with all applicable building codes and regulations,
41 and shall make all repairs and replacements, capital in nature or otherwise, necessary to
42 maintain the Premises in good condition and repair except reasonable wear and tear and
43 matters covered by the County under Section 20, above. Tenant shall also maintain any lawns,
44

**LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company**

landscaping, signage, walkways, parking areas, taxiways, and surfaces within the Premises to the satisfaction of the Director.

Prior to the commencement of lease year 11, Tenant shall arrange for an inspection of the facilities by a qualified, independent third- party inspector for the purpose of assessing any capital improvements and maintenance needs reasonably projected to be required to allow for continued use of the facility through the next 10 years, normal wear and tear excepted. Designation of the inspector is subject to the approval of County, which approval shall not be unreasonably conditioned, withheld or delayed. This inspection project shall also be conducted prior to commencement of lease year 21. 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).

22. ENTRY BY COUNTY. County may enter upon the Premises at all reasonable times to examine the condition thereof, provided that County shall provide at least 24 hours' advance notice to Tenant (via email, telephone, or letter) , except in the event of an emergency, in which case no notice shall be required. Whenever practicable, Tenant shall provide an escort to accompany County during any pre-scheduled visit to examine the condition of the Premises, but in no event shall the nonavailability of a Tenant escort prevent County from its scheduled inspection

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

County makes no representation or warranties with respect to the Premises' compliance with any applicable federal, state and local standards, codes, rules, or regulations governing physical access for persons with disabilities at places of public accommodation, including, but not limited to, the Americans with Disabilities Act of 1990, California's Unruh Civil Rights Act, California Building Standards Code, or California Health and Safety Code. Any repairs necessary to correct violations of construction-related accessibility standards at the Premises will be at Tenant's cost and expense.

24. AIRPORT REGULATIONS. 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 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.

25. 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.

26. ENVIRONMENTAL PROTECTION. Tenant shall take all measures available to:

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

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

3

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

7

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

10

11 D. If Tenant's activities on the Premises involve in any manner the use, storage, or
12 transportation of any chemicals, solvents, or other material which may be considered to be
13 hazardous in their use, application, and/or transportation (other than gasoline, oil and other
14 chemicals and solvents customarily used in the operation of aircraft and documented as
15 required for storage and operation by NFPA standards), Tenant shall advise County in writing
16 immediately. Tenant agrees additionally to have the Ventura County Environmental Health
17 Division inspect any property subject to such use on a not less than semiannual basis.

18

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

25

26 **27. CONTAMINATION AND POLLUTION.** Tenant, solely at its own cost and expense, will
27 provide cleanup of any premises, property or natural resources contaminated or polluted due to
28 Tenant activities or related to Tenant's use or occupation of the Premises (and expressly not
29 including any Existing Contamination, the Existing Storage Tanks and any other contaminants
30 as of the Effective Date). Any fines, penalties, or punitive or exemplary damages assigned due
31 to contaminating or polluting activities of Tenant will be borne entirely by Tenant.
32 County shall take, or shall cause any person legally obligated to take, any and all action which
33 any governmental agency lawfully requires to be taken (Necessary Action) to investigate, clean
34 up, remediate or remove any Existing Contamination (as defined below) in the soil, subsoil, or
35 groundwater located in, on or under the Premises and County shall be solely responsible for
36 and shall defend, indemnify and hold harmless Tenant from and against any and all demands,
37 claims, actions, causes of action, proceedings, judgments, awards, damages, fines, penalties,
38 liabilities, obligations, losses, costs and expenses arising out of, resulting from or caused by
39 Existing Contamination of the Premises, including the migration of Existing Contamination of
40 the Premises to other real property not caused by Tenant, or Existing Contamination of adjoining
41 property that migrates on to the Premises. The indemnification of Tenant under this section shall
42 survive the termination of this Agreement. The term Existing Contamination means the
43 presence of hazardous substances, whose handling, storage, release, transportation or
44 disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or
45 local authority or, even if not so regulated, poses a hazard to the health and safety of any person
46 or to the environment, which predates the Effective Date and is not caused by Tenant or related
47 to Tenant's activities.

48

49 **28. STORMWATER REGULATIONS ACKNOWLEDGMENTS.** Notwithstanding any other
50 provisions or terms of this Agreement. Tenant acknowledges County is subject to federal

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 stormwater regulations, 40 CFR Part 122, for aircraft maintenance shops (including aircraft
2 rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning
3 operations that occur at the Airport as defined in these regulations and, as applicable, state
4 stormwater regulations. Tenant further acknowledges that it is familiar with these stormwater
5 regulations; that it conducts or operates vehicle and aircraft maintenance and equipment
6 cleaning operations activities as defined in the stormwater regulations; and that it is aware that
7 there are significant penalties for submitting false information, including fines and imprisonment
8 for knowing violations. County and Tenant both acknowledge that close cooperation is
9 necessary to minimize costs. Tenant acknowledges and agrees that it will undertake all
10 reasonably necessary actions to minimize the exposure of stormwater to significant materials
11 generated, stored, handled, or otherwise used by Tenant, by adhering to County requirements
12 and Best Management Practices. Best Management Practices means practices employed to
13 prevent or reduce source water pollution, such as the construction of runoff-retention basins
14 and replanting eroding surfaces as described in the Oxnard Airport's Stormwater Pollution
15 Prevention Plan. The Airport will conduct annual Best Management Practices inspections to
16 assure Tenant's compliance.

17
18 **29. RENEWABLE ENERGY REQUIREMENTS.** Only 100% renewably generated electricity
19 shall be used for electrical load within the leasehold, if commercially available from an electrical
20 service provider (load serving entity, except where prohibited by law. The 100% renewably
21 generated electricity can either be generated on site and/or purchased through the electric
22 service provider or other source. The term "100% renewably generated electricity" means
23 electricity generated from facilities qualifying under California's Renewable Portfolio Standard
24 (RPS) regulations.

25
26 **30. ASSIGNMENT AND SUBLETTING.** Tenant shall not voluntarily or by operation of law
27 assign, transfer, mortgage, sublet or otherwise transfer or encumber (collectively referred to as
28 a "Transfer") all or any part of Tenant's interest, right or privilege in this Agreement, or in the
29 Premises, without County's prior written consent and will not suffer any other person (the agents
30 and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof,
31 without the prior written consent of the County and such consent shall not be unreasonably
32 withheld or delayed. Any attempted Transfer without County's prior written consent shall be
33 void and shall, at County's option, be a material and incurable default under this Agreement and
34 constitute a forfeiture of this Agreement. County may accept Rent payments from any person
35 or entity other than Tenant without thereby consenting to a Transfer or waiving the requirement
36 of County's consent thereto. Consent to a Transfer shall not be deemed a consent to any
37 subsequent Transfer. Any assignment of all or substantially all of Tenant's rights and obligations
38 under this Agreement will also be subject to County's review and approval, at its sole discretion,
39 of the proposed assignee's financial and operational qualifications.

40 County shall not be required to consent to any Transfer where, at the time of Tenant's request
41 for such consent, Tenant is in default under this Agreement. The term "Transfer" shall include
42 the following:

43

- 44 a. If Tenant is a partnership or limited liability company: (1) a change in ownership
45 effected voluntarily, involuntarily, or by operation of law of forty-nine and nine-tenths
46 percent (49.9%) or more of the partners or members or forty-nine and nine-tenths
47 percent (49.9%) or more of the partnership or membership interests; or (2) the
48 dissolution of the partnership or limited liability company without its immediate
49 reconstitution.
- 50 b. If Tenant is a closely held corporation (i.e. one whose stock is not publicly held and not

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 traded through an exchange or over the counter); (1) The sale or other transfer of more
2 than an aggregate of forty-nine and nine-tenths percent (49.9%) of the voting shares of
3 Tenant (other than to immediate family members by reason of gift or death); or (2) the
4 sale, mortgage, hypothecation, or pledge of more than an aggregate of twenty-five
5 percent (25%) of the value of Tenant's unencumbered assets; or (3) the dissolution
6 merger, consolidation, or other reorganization of Tenant.

7
8 **Terms and Conditions of Assignment.** Regardless of County's consent thereto, no assignment
9 of this Agreement shall be effective until Tenant delivers to County an instrument duly executed
10 and acknowledged by the assignee whereby such assignee assumes and agrees to be bound
11 by and to perform all covenants and obligations of Tenant under this Agreement. In no event
12 shall Tenant be released from liability hereunder following any such assignment.

13
14 Each assignment of this Agreement, or any interest therein, shall be subject to the Transfer Fee
15 for Long Term Lease (Term exceeding 1 year) as identified in the then-current Rent and Fee
16 Schedule.

17
18 **Terms and Conditions of Subletting.** Regardless of County's consent, the following terms and
19 conditions shall apply to any subletting by Tenant of the Premises and shall be included in all
20 sublease agreements:

21
22 a. No sublease entered into by Tenant shall be effective unless and until it has been approved
23 in writing by County. In entering into any sublease Tenant shall use only such form of
24 sublease as is satisfactory to County and once approved by County such sublease shall not
25 be changed or modified without County's prior written consent. Any subtenant shall, by
26 reason of entering into a sublease under this Agreement, be deemed, for the benefit of
27 County, to have assumed and agreed to perform and comply with each and every obligation
28 herein to be performed by Tenant other than such obligations as are contrary to or
29 inconsistent with provisions contained in a sublease to which County has expressly
30 consented in writing.
31 b. The consent by County to any subletting shall not release Tenant from its obligations or alter
32 the primary liability of Tenant to pay the Rent and perform and comply with all of the
33 obligations of Tenant to be performed under this Agreement.
34 c. The consent by County to any subletting shall not constitute a consent to any subsequent
35 subletting by Tenant or to any assignment or subletting by the subtenant.
36 d. No subtenant shall further assign or sublet all or any part of the Premises without County's
37 prior written consent.

38
39 **31. DOCUMENT PROCESSING FEE.** A Document Processing Fee shall be paid by Tenant in
40 accordance with the Rent and Fee Schedule. This Document Processing Fee shall be deemed
41 earned by County when paid and shall not be refundable. Said fee is construed as
42 reimbursement of administrative costs incurred pursuant to the transaction. County-initiated
43 documents are exempt from processing fee charges.

44
45 **32. DEFAULT OR BREACH.** Notwithstanding anything to the contrary in this Agreement, at
46 any time one party to this Agreement is in default or breach in the performance of any of the
47 terms and conditions of this Agreement, the other party shall give written notice to remedy such
48 default or breach. If the default or breach is (a) a failure to pay rent or other sums and remedied
49 within three (3) business days following such notice, or (b) with respect to any other obligation
50 and otherwise is curable, remedied within thirty (30) days following such notice, or if it is not

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 reasonable for such default or breach to be cured within such 30-day period and provided
2 Tenant is actively and diligently prosecuting a remedy to cure the default or breach (but in no
3 event continuing after 120 days), then this Agreement shall continue in full force and effect. If
4 such default or breach is not remedied within 3 business days or thirty (30) days, as applicable,
5 or as extended as noted above, following such notice, or if the default or breach is otherwise
6 incurable, the other party may, at its option, terminate this Agreement. Such termination shall
7 not be considered a waiver of damages or other remedies available to either party because of
8 such default or breach. Each term and condition of this Agreement shall be deemed to be both
9 a covenant and a condition.

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

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

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

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

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

42
43 **37. DESTRUCTION OF PREMISES.** If the Premises should be destroyed by any cause, except
44 as caused by the negligence or willful misconduct of Tenant, or declared unsafe or unfit for
45 occupancy by any authorized public authority for any reason, except as caused by the
46 negligence or willful misconduct of Tenant, either wholly or in such a degree as to substantially
47 impair Tenant's use of the Premises, and, if there remains five or fewer years of the term of this
48 Agreement, at County's sole election, the Agreement shall thereby be terminated. If the
49 Premises should be destroyed under the conditions noted above with more than five years
50 remaining of the Agreement's term, then the parties shall negotiate in good faith the terms of an

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 agreement amending this Agreement regarding whether the Premises should be rebuilt and the
2 timeline and terms under which the Premises must be rebuilt.
3

4 **38. FAA SPECIAL PROVISIONS.**

5 A. Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as
6 a part of the consideration hereof, does hereby covenant and agree as a covenant running with
7 the land that in the event facilities are constructed, maintained, or otherwise operated on the
8 property described in this Agreement for a purpose for which a Department of Transportation
9 (DOT) program or activity is extended or for another purpose involving the provision of similar
10 services or benefits, Tenant shall maintain and operate such facilities and services in
11 compliance with all other requirements imposed pursuant to Title 49, Code of Federal
12 Regulations, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21,
13 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation –
14 Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), and as said regulations
15 may be amended.

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

26 C. In the event of breach of any of the above nondiscrimination covenants (following written
27 notice and expiration of a 30-day cure period), County shall have the right to terminate the
28 Agreement and to reenter and repossess the land and the facilities thereon, and hold the same
29 as if the Agreement had never been made or issued. This provision does not become effective
30 until the procedures of 49 CFR Part 21 are followed and completed including expiration of
31 appeal rights.

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

37 E. Non-compliance with subsection D above shall constitute a material breach thereof and, in
38 the event of such non-compliance, (following written notice and expiration of a 30-day cure
39 period) County shall have the right to terminate this Agreement and the estate hereby created
40 without liability therefor or, at the election of County or the United States of America, either or
41 both of said governments shall have the right to judicially enforce subsection D.

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

45 G. Tenant assures that it will undertake an affirmative action program as required by 14 CFR

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

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

9
10 H. County reserves the right to further develop or improve the landing area of the Airport as it
11 sees fit, regardless of the desires or view of Tenant and without interference or hindrance. Such
12 reservation includes without limitation the right to develop and operate this and other airports,
13 to relocate existing operations at this and other airports, and to offer services and facilities at
14 this and other airports that may compete with the operations of Tenant

15
16 I. County reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair
17 the landing area of the Airport and all publicly-owned facilities of the Airport, together with the
18 right to direct and control all activities of Tenant in this regard.

19
20 J. This Agreement shall be subordinate to the provisions and requirements of any existing or
21 future agreement between County and the United States of America, relative to the
22 development, operation, or maintenance of the Airport, the execution of which has been or will
23 be required as a condition precedent to the granting of federal or other governmental funds for
24 the development of the Airport, to the extent of the conditions of any existing or future funds.
25 County agrees to provide Tenant written advance notice of any provisions that would adversely
26 modify the material terms of the Agreement.

27
28 K. Tenant agrees to comply with the notification and review requirements covered in Part 77 of
29 the FAA regulations in the event future construction of a building is planned for the Premises,
30 or in the event of any planned modification or alteration of any present or future building or
31 structure situated on the Premises.

32
33 L. It is understood and agreed that nothing herein contained shall be construed to grant or
34 authorize the granting of an exclusive right within the meaning of section 308a of the Federal
35 Aviation Act of 1958 (49 U.S.C. § 1349a).

36
37 M. There is hereby reserved to County, its successors and assigns, for the use and benefit of
38 the public, a right of flight for the passage of aircraft in the airspace above the surface of the
39 Premises. This public right of flight shall include the right to cause in the airspace any noise
40 inherent in the operation of any aircraft used for navigation or flight through the airspace or
41 landing at, taking off from or operation on the Airport.

42
43 N. Tenant, by accepting this Agreement, expressly agrees for itself, its successors and assigns
44 that it will not erect nor permit the erection of any structure or object nor permit the growth of
45 any tree on the Premises above the mean sea level elevation of more than 100 feet. In the event
46 the aforesaid covenants are breached, County reserves the right to enter upon the Premises
47 and to remove the offending structure or object and cut the offending tree, all of which shall be
48 at the expense of Tenant.

49
50 O. Tenant, by accepting this Agreement, agrees for itself, its successors and assigns that it will

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 not make use of the Premises in any manner which might interfere with the landing and taking
2 off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid
3 covenant is breached, County reserves the right to enter upon the Premises and cause the
4 abatement of such interference at the expense of Tenant.

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

9
10
11 **39. FEDERAL GOVERNMENT EMERGENCY CLAUSE.** All provisions of the Agreement shall
12 be subordinate to the rights of the United States of America to operate the Airport or any portion
13 thereof during time of war or national emergency. Such rights shall supersede any provisions of
14 this Agreement inconsistent with the operations of the Airport by the United States of America.

15
16 **40. CONDEMNATION.** If the whole of the Premises should be taken by a public authority under
17 the power of eminent domain, then the term of this Agreement shall cease on the day of
18 possession by said public authority. If a part only of the Premises should be taken under eminent
19 domain, Tenant shall have the right to either terminate this Agreement or to continue in
20 possession of the remainder of the Premises. If Tenant remains in possession, all of the terms
21 thereof shall continue in effect, the minimum rent payable being reduced proportionately for the
22 balance of the term of this Agreement. If a taking under the power of eminent domain occurs,
23 those payments attributable to the leasehold interest of Tenant shall belong to Tenant, and
24 those payments attributable to the reversionary interest of County shall belong to County.

25
26 **41. CONDITION OF PROPERTY UPON TERMINATION.** Upon the expiration, termination, or
27 cancellation of this Agreement for any reason, Tenant shall vacate the Premises and deliver it
28 to County in good order and condition, damage by the elements, fire, earthquake and ordinary
29 wear and tear excepted.

30
31 **42. REMOVAL OF TENANT'S PERSONAL PROPERTY.** Unless otherwise mutually agreed
32 in writing by the parties hereto, at the expiration, termination or cancellation of this Agreement,
33 Tenant shall have removed, at its own expense, all personal property of any kind owned or
34 placed on the Premises by Tenant, along with all debris, surplus and salvage material, and
35 shall leave the Premises in a clean and orderly condition. If Tenant does not remove, or has
36 not completed removal of its personal property within seven (7) days after such expiration,
37 termination or cancellation, title thereto shall vest in County. County may thereafter remove
38 or cause to be removed or destroyed such personal property left on the Premises, and in such
39 event, Tenant shall pay County the reasonable and actual cost of any such removal, sale or
40 destruction in excess of any consideration received by County as a result of any such removal,
41 sale or demolition

42
43 **43. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties
44 hereto and no obligation other than those set forth herein will be recognized.

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

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

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

5 **46. GENDER AND NUMBER.** For the purpose of this Agreement, wherever the masculine or
6 neuter form is used, the same shall include the masculine or feminine, and the singular number
7 shall include the plural and the plural number shall include the singular, wherever the context
8 so requires.

9 **47. SECTION HEADINGS.** Section headings in the Agreement are for convenience only and
10 are not intended to be used in interpreting or construing the terms, covenants and conditions of
11 this Agreement.

12 **48. GUARANTY.** Tenant's performance of all obligations under this Agreement is guaranteed
13 by Matthew Johnston, an individual, under the guaranty attached hereto as Exhibit "B" and
14 incorporated herein by reference ("Guaranty"). County has been induced to enter into this
15 Agreement, in material part, due to the promises contained in the Guaranty, County would not
16 have entered into this Agreement without the Guaranty, and the Guaranty constitutes both a
17 covenant and a condition of this Agreement.

18 **49. ENCUMBRANCE OF LEASEHOLD INTEREST BY TENANT.**

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

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

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

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

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

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

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 permanent loans.
2

3 2. Subordination shall be limited to ninety percent (90%) of the construction costs.
4

5 3. County shall be provided in advance with copies of the following:
6

7 a) The construction contracts showing the construction price;
8

9 b) The note and deed of trust or mortgage instruments. County shall have the right to
10 approve the proposed loan documents, which approval shall not be unreasonably withheld;
and

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

13 4. County shall, at or prior to the closing on any construction and/or permanent loan, execute,
14 acknowledge, and deliver such instruments and documents, including any subordination
15 agreement, as shall be required by and in the form reasonably satisfactory to the lender;
16 provided, however, County shall have no liability under any of said documentation. County
17 shall permit a separate deed of trust or mortgage to be placed on the Premises.
18

19 5. The permanent loan shall be made only by an institutional lender or individuals or groups
20 known to Tenant or its members or manager. The term "institutional lender" as used herein
21 shall include a national or a state bank, savings and loan institution, insurance company,
22 pension fund, endowment fund, foundation, or any other non-profit organization similar to
23 those enumerated herein or any trust with professional management or a fund created by
24 County-approved tax exempt financing.
25

26 6. A default by Tenant under the terms of any note and deed of trust or mortgage to which
27 County has subordinated its interest shall be considered an event of default under this
28 Agreement (subject to any applicable notice and cure period provided in Section 32).
29

30 7. Any deed of trust or mortgage to which County has subordinated its interest shall provide
31 that:
32

33 a) Notice of any default shall be given by the lender to County.
34

35 b) County may (but shall not be required to) cure any default by Tenant under the terms
36 of the note and deed of trust or mortgage within a period of fifteen (15) days following the
37 receipt by County of notice of such default. If County elects to cure any default, any sums
38 expended by County to cure any such default shall be deemed advances made for the benefit
39 of Tenant, which sums shall bear interest at the rate which is the greater of two percent (2%)
40 per month or ten percent (10%) over the prime rate published in the Wall Street Journal on
41 the date of default, from the date of such advance until repaid, and shall be payable by Tenant
42 to County as additional rent hereunder within ten (10) days after notice of payment is given
43 to Tenant by County. Should County not exercise its right to cure within the time provided,
44 the Mortgagee shall be free to exercise any rights or remedies allowed under the note and
45 deed of trust or mortgage. If the Mortgagee in fact cures Tenant's defaults under the note
46 and deed of trust or mortgage, the amount needed to cure shall not include additional rent
47 which was paid by County to cure the default, and County shall continue to have the right to
48 collect this additional rent directly from Tenant.
49

50 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

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 only that the said instruments are not in default or, if in default, that such default is cured
2 within fifteen (15) days of repossession or notice of default given under (b) above, whichever
3 occurs first, and that County would then meet the standards of the holder of the note and
4 deed of trust or mortgage with respect to the assumption of like or similar instruments.
5 County agrees to execute and deliver any documents as shall be reasonably required by the
6 holder of the note and deed of trust or mortgage to effectuate and carry out such assumption,
7 and assumption by County shall not result in the release of any borrower or guarantor of the
8 indebtedness secured by the deed of trust or mortgage.

9
10 8. The Mortgagee under any such mortgage or deed of trust and the owners of the
11 indebtedness secured by said mortgage or deed of trust shall not become liable under this
12 Agreement unless and until they shall become the owners of the legal title to this leasehold
13 estate and the improvements.

14
15 9. All encumbrances authorized by this Section constitute a Transfer, as defined in Section
16 30 of this Agreement.

17
18 10.. Subject to the rights of the construction and/or permanent lender, in the event of any
19 default under this Agreement, County shall be entitled to exercise all or any of its remedies as
20 provided under this Agreement.

21
22 50. **NO SMOKING PROVISIONS.** Pursuant to the Ventura County Comprehensive Smoke-
23 Free Ordinance, Ventura County Ordinance Code section 6707, smoking and the use of
24 tobacco products are prohibited in all vehicles, buildings, and other enclosed and unenclosed
25 areas on the Premises, except for smoking areas designated by the Ventura County Executive
26 Officer or Public Health Department Director.

27
28 51. **REMOVAL OF UNDERGROUND FUELING TANKS.** At County's sole cost and expense,
29 upon execution of this Agreement by County and Tenant, County shall initiate (and thereafter
30 diligently pursue as soon as reasonably practicable) the removal and decommissioning of the
31 existing underground fuel tanks, the location of which is identified on the attached Exhibit "A".
32 County's reasonable actions on and about the Premises to effect the removal of the tanks does
33 not constitute a failure to deliver possession of the Premises, and Tenant is not thereby entitled
34 to abandon the tenancy. Instead, during any period when County's construction activity to
35 effect removal of the tanks interferes with Tenant's use of the Premises, Tenant is entitled to a
36 reduction in Ground Rent, to be calculated by subtracting from the Premises land area the
37 square footage of the affected construction area. Said reduction in Rent will last only until the
38 County's activity on the Premises has ended and the County has restored the Premises to a
39 grade and condition reasonably suitable for Tenant's use.

40
41 52. **NOTICES AND PAYMENTS.** All notices required under this Agreement, including change
42 of address, shall be in writing, and all notices and payments shall be made as follows:
43 A. All payments and notices to Tenant shall be given or mailed to:

44
45 Axis Air, LLC
46 Attn: Matthew Johnston
47 1450 Boughton Drive
48 Bakersfield, CA 93308
49 Email: MattJ@calaelo.edu
50

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1 B. All payments and notices to County shall be given or mailed to:
2
3
4
5
6
7
8
9
10
11
12

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

[remainder of page intentionally left blank; signatures on next page]

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1
2
3 IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the latest date
4 written below, which is the Effective Date.

5
6 **COUNTY OF VENTURA**
7
8

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

13 Dated: _____
14
15

16 **AXIS AIR, LLC, a California limited liability company**
17

18 By: _____ TITLE:
19 Matthew Johnston
20

21 By: _____ TITLE:
22 Dean Johnston
23

24 Dated: _____

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

1

Exhibit A

That portion of Lot 106 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 5th 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 at right angles

North 1° 14' 47" East 56.00 feet to 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

- 1st North 01° 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 5th Street; thence along said parallel line
- 2nd South 88° 45' 13" East 371.96 feet to the westerly line of Tract No. 4611 as shown on the map recorded in Book 124 page 98 of Miscellaneous Records in the office of said County Recorder; thence along said westerly line
- 3rd South 01° 15' 26" West 540.49 feet to a point on said westerly line distant North 01° 15' 26" East 71.01 feet from a lead and tack tagged "RCE 23241" in lieu of 3/4" iron pipe tagged "RCE 23241" per said map, said lead and tack also being the northwesterly corner of Parcel 1 of the Easement Deed recorded on August 7, 1989, as Document No. 89-123142 of Official Records in the office of said County Recorder; thence leaving said westerly line
- 4th North 88° 39' 49" West 29.22 feet; thence
- 5th South 01° 46' 05" West 71.06 feet to a point on the 1st course of said Easement Deed recorded as Document No. 2002-0268367 in the Office of said County Recorder being distant along said 1st course North 88° 45' 13" East 29.95 feet from said lead & tack, said lead & tack also being the easterly terminus of said 1st course; thence along said 1st course
- 6th North 88° 45' 13" West 342.00 feet to the **TRUE POINT OF BEGINNING**

CONTAINING 5.17 ACRES MORE OR LESS


Joseph V. DeChellis
PLS 8613

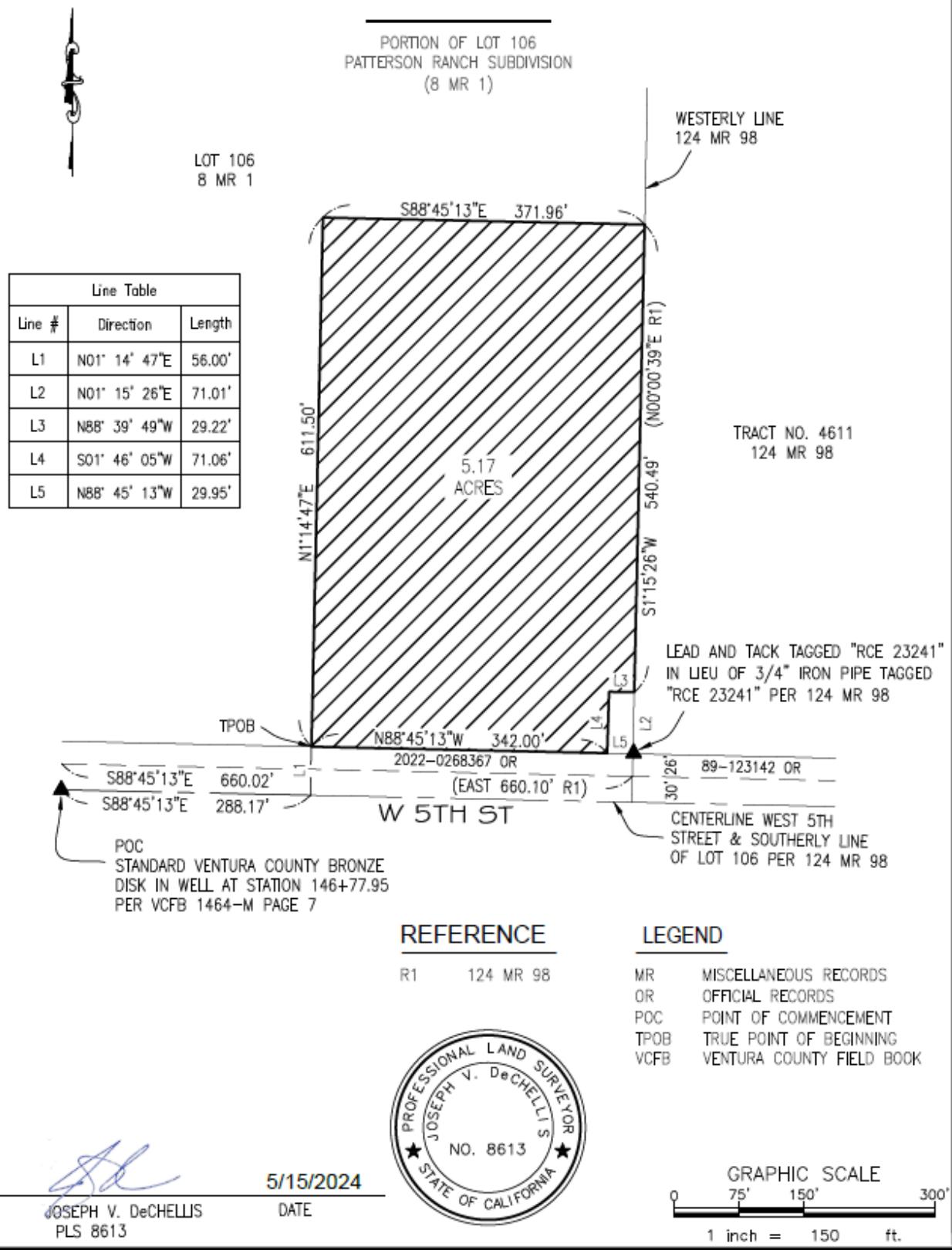
5/15/2024

Date



LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

SHEET 1 OF 1 SHEET



LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

Exhibit B

GUARANTY

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

Matthew Johnston has a financial interest in Axis.

County would not execute the Agreement if Matthew Johnston did not execute and deliver to County this guaranty (Guaranty).

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

1. Matthew Johnston guarantees the prompt payment by Axis of all rents and all other sums payable by Axis under the Agreement and the faithful and prompt performance by Axis of each and every one of the terms, conditions, and covenants that the Agreement requires Axis to perform.
2. The terms of the Agreement may be modified by agreement between County and Axis, and this Guaranty guarantees the performance of the Agreement as so modified.
3. No failure or delay on County's part to enforce any of County's rights or remedies under the Agreement releases, modifies, or in any way affects this Guaranty or Matthew Johnston's obligations under this Guaranty.
4. County need not give any notice of default of the Agreement to Matthew Johnston. County may proceed immediately against Axis, Matthew Johnston, or both, without first proceeding against either Axis or Matthew Johnston and without previous notice to or demand upon Axis or Matthew Johnston, following any breach or default by Axis or for the enforcement of any rights County may have against Axis under the terms of the Agreement, at law, or in equity.
5. Matthew Johnston 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 Axis 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 Agreement;

**LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company**

- (f) Any right to require County to proceed under any other remedy Axis may have before proceeding against Matthew Johnston; and
- (g) Any right of subrogation that Matthew Johnston may have against Axis.

6. Matthew Johnston hereby subordinates all existing or future indebtedness of Axis to Matthew Johnston to the obligations owed to County under the Agreement and this Guaranty.

7. If Matthew Johnston 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 "Axis" means and includes Axis's successors and assigns.

9. Any recovery by County from any other guarantor or insurer must first be credited to that portion of Axis's indebtedness to County that exceeds the maximum liability of Matthew Johnston under this Guaranty.

10. No provision of this Guaranty or right of County can be waived, nor can Matthew Johnston 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 Matthew Johnston consents to the jurisdiction of that court. This Guaranty is governed by the laws of the State of California. For the purposes of any rules regarding conflicts of law the parties must be treated as if they were all residents or domiciles of the State of California.

COUNTY:

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

MATTHEW JOHNSTON:

By: _____ Matthew Johnston, an individual
Name: _____
Title: _____
Date: _____

**LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company**

EXHIBIT “C”

**REQUIRED MINIMUM STANDARDS FOR AERONAUTICAL SERVICES FOR VENTURA
COUNTY AIRPORTS**

1

LEASE AGREEMENT – COUNTY OF VENTURA
Axis Air, LLC, a California Limited Liability Company

EXHIBIT “D”
Tenant’s New Improvements





March 12, 2025

Aviation Advisory Commission
Camarillo Airport Authority
Oxnard Airport Authority

Subject: Approval of the Five-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports or His Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 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.

Fiscal/Mandates Impact:

Mandatory: No

Source of funding: *Airport Enterprise Fund/FAA/Caltrans*

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

Impact on other departments: *No general funds required*

**Please note that it is anticipated the revenue from FAA and Caltrans will be paid out over several future fiscal years. Grant amounts are estimates based on funding formulas, but actual amount will be based on bids and available funds. Due to FAA timing, certain costs in the FY 2025 Airport Improvement Plan will occur in FY 2026.*

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

Discussion:

In order to coordinate the funding of capital improvements throughout the nation's aviation system, the FAA and Caltrans require that airport sponsors maintain a minimum five-year Airport Capital Improvement Plan. The County of Ventura (County) also requires that a CIP be maintained and revised annually. The Department of Airports (DOA) reviews, revises, and submits the CIP for the Board's review and recommendation on an annual basis. The current five-year CIP for both Camarillo and Oxnard Airports, updated to meet FAA, Caltrans' matching grant program, and County requirements, is attached as Exhibit 1 and covers federal fiscal years 2026 through 2030. The CIP provides some planning years beyond the five-year requirement to provide the FAA with additional information to help them understand current and future capital improvement needs at both airports.

The projects on the CIP are listed in the order of highest priority. There is no guarantee that any project will receive grants or local funding approval in the year requested, because the FAA and Caltrans prioritize the projects on a state and national basis, depending on congressional allocations of aviation funds.

Airport pavement management plans maintained by the DOA have identified several

high priority pavement rehabilitation or reconstruction projects which are due or overdue. The CIP includes design to support those reconstruction projects, as well as other priority projects such as land acquisitions to support the FAA's object free areas and runway protection zones and rehabilitation of the Air Traffic Control Tower facility.

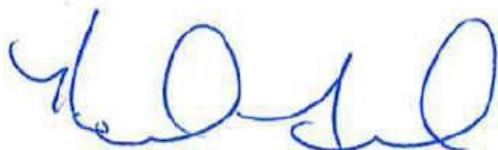
Under the current grant process, the FAA solicits grant applications each December for the next FFY planned projects and may request revised grant applications when funds become available. Grant offers may be issued as early as January and as late as September with grant offers that expire within a few weeks of issuance. Often, DOA's turnaround time to submit FAA and Caltrans grant applications and accept grant offers is critical in obtaining available funds. The Board's approval of the CIP and authorizing the Director of Airports, or his designee, to apply for and accept FAA and Caltrans grants when they become available in federal fiscal years¹ 2025 and 2026 benefit the DOA significantly by: (1) reducing the DOA's administrative process, and (2) expediting the DOA's turnaround time to apply for, accept and obtain, federal and state funds.

The CIP includes only those airport projects eligible for federal and state grants. These projects are subject to approval in the County budget process. They are also subject to CEQA (California Environmental Quality Act) review, which will be performed on a per-project basis, upon grant and budget approval. Other airport capital projects determined to be ineligible for funding by other government agencies will be financed by the Airport Enterprise Fund and included in the annual DOA budget submittal for the Board's review and approval.

Strategic Priority:

The projects in the CIP support 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 – Five-Year Capital Improvement Plan for Camarillo and Oxnard Airports
Exhibit 2 -Grant Agreement Example

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

1. Airport: CAMARILLO AIRPORT										3. NPIAS No. 06-0339		FAA Entitlements		FAA BIL							
5. Project Description (by funding year in priority order)										NPR Code (APCT)	NPR Rating	PCI	PCR	Federal Funds	State Funds	Local Funds	Total \$	Description	Amount	Description	Amount
Federal Fiscal Year 2025 1. No Project: Roll Over Entitlements and BIL Funding 2. BIL Funding Transfer to OXR for Taxiway F Reconstruction Companion Grant	N/A N/A	N/A N/A	N/A N/A	N/A N/A			\$ -	\$ -	\$ -	\$ -				Available Used Used	\$ 150,000 \$ 150,000 \$ -	*Available Used Used	\$ 687,000 \$ - \$ 249,000				
							TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Remaining	\$ -	Remaining	\$ 438,000				
Federal Fiscal Year 2026 1. Runway 8-26 Reconstruction (CMA BIL Funding from 2025 & 2026)	A,RC,RW,IM	83	70-85	340/F/C/X/T			TOTAL	\$ 42,393,160	\$ 150,000	\$ 2,081,219	\$ 44,624,379			Available Used Used	\$ 150,000 \$ - \$ -	Available Used	\$ 1,125,000 \$ 1,125,000				
							TOTAL	\$ 42,393,160	\$ 150,000	\$ 2,081,219	\$ 44,624,379			Remaining	\$ 150,000	Remaining	\$ -				
Federal Fiscal Year 2027 1. Final Design Twy Connectors Reconstruction (Include. RIM Correction at Taxiway A)	A,RC,RW,IM	78	70-85	340/F/C/X/T			TOTAL	\$ 1,931,897	\$ 50,839	\$ 50,840	\$ 2,033,576			Available Used Used	\$ 300,000 \$ 300,000 \$ -	Available Used	\$ - \$ - \$ -				
							TOTAL	\$ 1,931,897	\$ 50,839	\$ 50,840	\$ 2,033,576			Remaining	\$ -	Remaining	\$ -				
Federal Fiscal Year 2028 1. Taxiway Connectors Reconstruction (Including RIM Correction at Taxiway A)	A,RC,RW,IM	78	70-85	340/F/C/X/T			TOTAL	\$ 30,300,169	\$ 150,000	\$ 1,444,746	\$ 31,894,915			Available Used Used	\$ 150,000 \$ 150,000 \$ -	Available Used	\$ - \$ - \$ -				
							TOTAL	\$ 30,300,169	\$ 150,000	\$ 1,444,746	\$ 31,894,915			Remaining	\$ -	Remaining	\$ -				
Federal Fiscal Year 2029 1. No Project: Roll Over Entitlements	N/A	N/A	N/A	N/A			\$ -	\$ -	\$ -	\$ -				Available Used Used	\$ 150,000 \$ - \$ -	Available Used	\$ - \$ - \$ -				
							TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Remaining	\$ 150,000	Remaining	\$ -				
Federal Fiscal Year 2030 1. Design Grant for PCC Rehabilitation Taxiways F and G1 (2032 Construction) 2 Design Grant for PCC Rehabilitation Main Apron and Key Hangar Area (2032 Construction)	A,RC,RW,IM A,RC,RW,IM	78 69	55-70 40-55	320/R/C/W/T 320/R/C/W/T			TOTAL	\$ 197,029 \$ 197,029	\$ 5,185 \$ 5,185	\$ 5,185 \$ 5,185	\$ 207,399 \$ 207,399			Available Used Used	\$ 300,000 \$ 150,000 \$ 150,000	Available Used Used	\$ - \$ - \$ -				
							TOTAL	\$ 394,058	\$ 10,370	\$ 10,370	\$ 414,798			Remaining	\$ -	Remaining	\$ -				

1/30/2025

* Includes FAA BIL funding for fiscal year 2025 (\$687,000). Assumed BIL funding of \$687,000 for fiscal year 2026.

**A PMMP/APMS update is currently in progress. PCI/PCR values for near-term projects are updated based on geotechnical data as part of preliminary design.

Airport Name		CAMARILLO AIRPORT	Fiscal Year 2025			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N/A	N/A	1. No Project: Roll Over Entitlements and BIL Funding	\$0	\$0	\$0	\$0
N/A	N/A	2. BIL Funding Transfer to OXR for Taxiway F Reconstruction Companion Grant	\$0	\$0	\$0	\$0
			Total	\$0	\$0	\$0

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. No Project: Roll Over Entitlements and BIL Funding

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

N/A

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

N/A

Land Title Status & Date of Exhibit "A" Status

Date

County of Ventura holds title to Land.

Exhibit A, Property Map

Conditionally Approved, June 2011

Open AIP Funded Projects

Expected Close-out Date

Airport Layout Plan (AIP No. 3-06-0339-038-2020)

August 2024 (Closeout Submitted)

Part 150 Noise Study (AIP 3-06-0339-043-2022)

August 2026

CMA Final Design (AIP 03-06-0399-044-2024)

December 2026

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports

Erin Powers, Projects Administrator

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)

(805) 388-4205

Signature

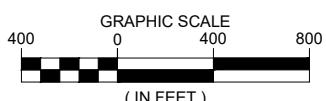
Date

Contact Phone (Print or Type)



FY 2025 PROJECTS

1. NO PROJECT: ROLL OVER ENTITLEMENTS AND BIL FUNDING
2. BIL FUNDING TRANSFER TO OXR FOR TAXIWAY F RECONSTRUCTION
(NOT SHOWN)



COUNTY of VENTURA
Department of Airports


WOOLPERT

CAMARILLO AIRPORT
CAMARILLO, CA
ACIP - FEDERAL FISCAL YEAR 2025

DATE: JANUARY 17, 2025

SHEET 1 OF 6

Airport Name		CAMARILLO AIRPORT	Fiscal Year 2026			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
Y	D	1. Runway 8-26 Reconstruction (CMA BIL Funding from 2025 & 2026)	\$42,393,160	\$150,000	\$2,081,219	\$44,624,379
		Total	\$42,393,160	\$150,000	\$2,081,219	\$44,624,379

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Runway 8-26 Reconstruction (CMA BIL Funding from 2025 & 2026)

Runway 8-26 Reconstruction consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, runway grooving, pavement marking, drainage improvements, and electrical improvements. The taxiway connectors transitions reconstruction consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, pavement marking, drainage improvements, and electrical improvements.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. Design will be completed in fiscal year 2025 with construction in fiscal year 2026.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. CatEx with new floodplain requirements was approved on June 24, 2024.

Land Title Status & Date of Exhibit "A" Status Date

County of Ventura holds title to Land.
Exhibit A, Property Map Conditionally Approved, June 2011

Open AIP Funded Projects Expected Close-out Date

Airport Layout Plan (AIP No. 3-06-0339-038-2020) August 2024 (Closeout Submitted)

Part 150 Noise Study (AIP 3-06-0339-043-2022) August 2026

CMA Final Design (AIP 03-06-0399-044-2024) December 2026

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports	Erin Powers, Projects Administrator
-------------------------------------	-------------------------------------

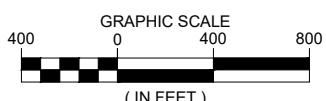
Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)
---	--

Signature	Date	Contact Phone (Print or Type)
-----------	------	-------------------------------



FY 2026 PROJECTS

1. RUNWAY 8-26 RECONSTRUCTION



COUNTY of VENTURA
Department of Airports


WOOLPERT

CAMARILLO AIRPORT
CAMARILLO, CA
ACIP - FEDERAL FISCAL YEAR 2026

DATE: JANUARY 17, 2025

SHEET 2 OF 6

Airport Name		CAMARILLO AIRPORT	Fiscal Year 2027			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
Y	D	1. Final Design Twy Connectors Reconstruction (Include. RIM Correction at Taxiway A)	\$1,931,897	\$50,839	\$50,840	\$2,033,576
		Total	\$1,931,897	\$50,839	\$50,840	\$2,033,576

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Final Design Twy Connectors Reconstruction (Include. RIM Correction at Taxiway A)

The taxiway connectors were constructed in various phases, dating back to 1951. Other than seal coats and isolated repairs, no rehabilitation has been performed on the taxiways since the 1990s. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the taxiways were found to be in Satisfactory condition (PCI of 70-85). Like the runway, this was shortly after a slurry seal had been applied in 2014. The PCN evaluation performed in 2017 has indicated that a majority of the taxiways are structurally insufficient, and a reconstruction is recommended. Taxiway A has also been identified as a runway incursion risk and the geometry will need to be corrected to mitigate this risk. The reconstruction consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, pavement marking, drainage improvements for MS4 compliance, and electrical improvements.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. Design will be completed during the 2027 Federal Fiscal Year. Bids are anticipated to be received by February 2028 with construction commencing in 2028. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. CatEx with new floodplain requirements was approved on June 24, 2024.

Land Title Status & Date of Exhibit "A" Status Date

County of Ventura holds title to Land.
Exhibit A, Property Map Conditionally Approved, June 2011

Open AIP Funded Projects Expected Close-out Date

Airport Layout Plan (AIP No. 3-06-0339-038-2020)	August 2024 (Closeout Submitted)
Part 150 Noise Study (AIP 3-06-0339-043-2022)	August 2026
CMA Final Design (AIP 03-06-0399-044-2024)	December 2026

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports	Erin Powers, Projects Administrator
-------------------------------------	-------------------------------------

Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)
---	--

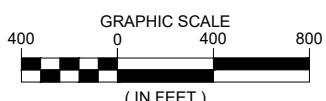
(805) 388-4205

Signature	Date	Contact Phone (Print or Type)
-----------	------	-------------------------------



FY 2027 PROJECTS

1. FINAL DESIGN TAXIWAY CONNECTORS RECONSTRUCTION (INCLUDING RIM CORRECTION AT TAXIWAY A)



COUNTY of VENTURA
Department of Airports

W
WOOLPERT

CAMARILLO AIRPORT
CAMARILLO, CA
ACIP - FEDERAL FISCAL YEAR 2027

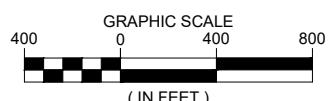
DATE: JANUARY 17, 2025

SHEET 3 OF 6



FY 2028 PROJECTS

1. TAXIWAY CONNECTORS RECONSTRUCTION (INCLUDING RIM CORRECTION AT TAXIWAY A)



COUNTY of VENTURA
Department of Airports

W
WOOLPERT

CAMARILLO AIRPORT
CAMARILLO, CA
ACIP - FEDERAL FISCAL YEAR 2028

DATE: JANUARY 17, 2025

SHEET 4 OF 6

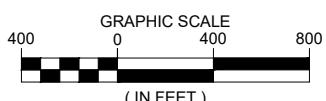
CMA ACIP DATA SHEET

Airport Name		CAMARILLO AIRPORT	Fiscal Year 2029			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N/A	N/A	1. No Project: Roll Over Entitlements	\$0	\$0	\$0	\$0
			Total	\$0	\$0	\$0
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
1. No Project: Roll Over Entitlements						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
N/A						
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)						
N/A						
Land Title Status & Date of Exhibit "A" Status		Date				
County of Ventura holds title to Land. Exhibit A, Property Map		Conditionally Approved, June 2011				
Open AIP Funded Projects		Expected Close-out Date				
Airport Layout Plan (AIP No. 3-06-0339-038-2020)		August 2024 (Closeout Submitted)				
Part 150 Noise Study (AIP 3-06-0339-043-2022)		August 2026				
CMA Final Design (AIP 03-06-0399-044-2024)		December 2026				
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Keith Freitas, Director of Airports		Erin Powers, Projects Administrator				
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)				
		(805) 388-4205				
Signature	Date	Contact Phone (Print or Type)				



FY 2029 PROJECTS

1. NO PROJECT: ROLL OVER ENTITLEMENTS



COUNTY of VENTURA
Department of Airports

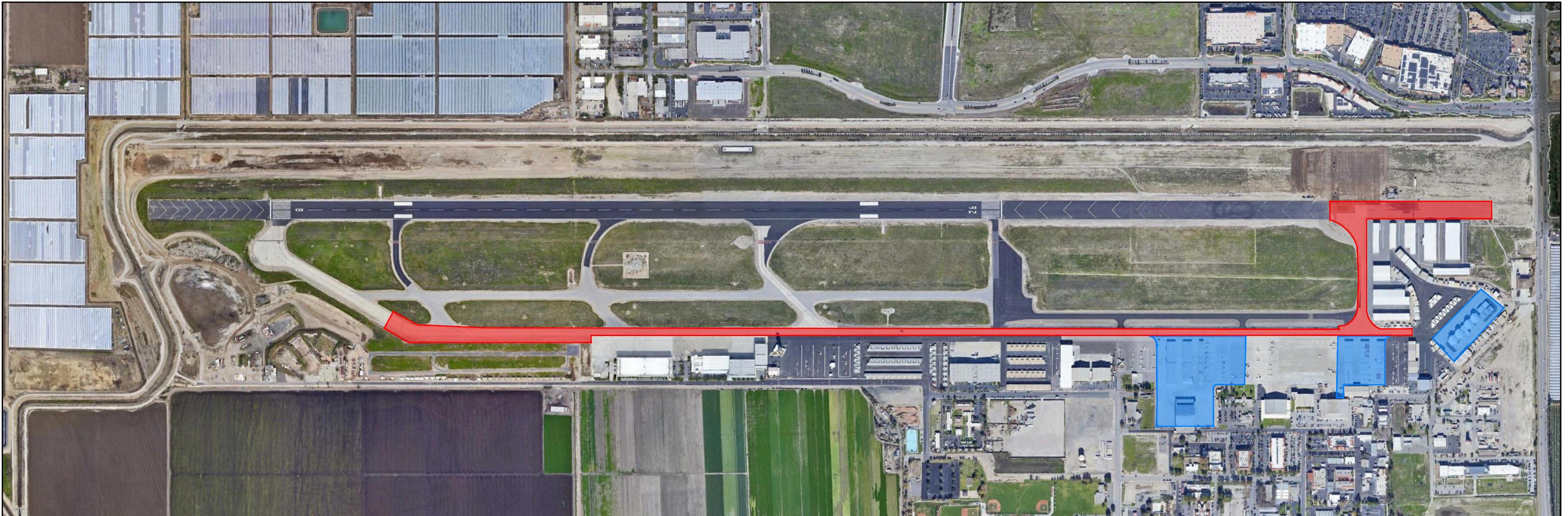
W
WOOLPERT

CAMARILLO AIRPORT
CAMARILLO, CA
ACIP - FEDERAL FISCAL YEAR 2029

DATE: JANUARY 17, 2025

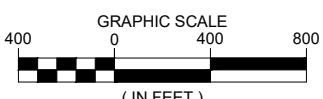
SHEET 5 OF 6

Airport Name		CAMARILLO AIRPORT		Fiscal Year 2030			
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total
Y	D	1. Design Grant for PCC Rehabilitation Taxiways F and G1 (2032 Construction)		\$197,029	\$5,185	\$5,185	\$207,399
Y	D	2 Design Grant for PCC Rehabilitation Main Apron and Key Hangar Area (2032 Construction)		\$197,029	\$5,185	\$5,185	\$207,399
				Total	\$394,058	\$10,370	\$414,798
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
1. Design Grant for PCC Rehabilitation Taxiways F and G1 (2032 Construction) 2. Design Grant for PCC Rehabilitation Main Apron and Key Hangar Area (2032 Construction)							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
1. & 2. Design will be complete during the 2030 Federal Fiscal Year.							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
1. & 2. CatEx will be submitted in a timely manner.							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land. Exhibit A, Property Map				Conditionally Approved, June 2011			
Open AIP Funded Projects				Expected Close-out Date			
Airport Layout Plan (AIP No. 3-06-0339-038-2020) Part 150 Noise Study (AIP 3-06-0339-043-2022) CMA Final Design (AIP 03-06-0399-044-2024)				August 2024 (Closeout Submitted) August 2026 December 2026			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Keith Freitas, Director of Airports		Erin Powers, Projects Administrator					
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type) (805) 388-4205					
Signature		Date Contact Phone (Print or Type)					



FY 2030 PROJECTS

- 1. DESIGN GRANT FOR PCC REHABILITATION TAXIWAY F, AND G1 (2032 CONSTRUCTION)
- 2. DESIGN GRANT FOR PCC REHABILITATION MAIN APRON, AND KEY HANGAR AREA (2032 CONSTRUCTION)



COUNTY of VENTURA
Department of Airports

W
WOOLPERT

CAMARILLO AIRPORT
CAMARILLO, CA
ACIP - FEDERAL FISCAL YEAR 2030

DATE: JANUARY 17, 2025

SHEET 6 OF 6

1. Airport: OXNARD AIRPORT										3. NPIAS No. 06-0179		FAA Entitlements		FAA BIL								
5. Project Description (by funding year in priority order)										NPR Code (APCT)	NPR Rating	PCI	PCR		Federal Funds	State Funds	Local Funds	Total \$	Description	Amount	Description	Amount
Federal Fiscal Year 2025 1. Reconstruct Taxiway F (AIG/BIL Portion Only from CMA and OXR) 2. Rehabilitate ATCT (ATP or FCT BIL Grant)		A,RC,TW,IM A,RE,BE,RT	76 69	85-100 N/A	280/F/D/X/T N/A		\$ 3,524,500 \$ 2,042,500	\$ - \$ 53,750	\$ 185,500 \$ 53,750	\$ 3,710,000 \$ 2,150,000				Available Used Used	\$ 150,000 \$ 150,000 \$ -	Available* Used Used	\$ 1,412 \$ 1,412 \$ -					
							TOTAL	\$ 5,567,000	\$ 53,750	\$ 239,250	\$ 5,860,000			Remaining	\$ -	Remaining	\$ -					
Federal Fiscal Year 2026 1. No Project: Roll Over Entitlements and BIL funding		N/A	N/A	N/A	N/A		\$ -	\$ -	\$ -	\$ -				Available Used	\$ 150,000 \$ -	Available Used	\$ 282 \$ -					
							TOTAL	\$ -	\$ -	\$ -	\$ -			Remaining	\$ 150,000	Remaining	\$ 282					
Federal Fiscal Year 2027 1. Design for Reconstruction of Terminal Apron PCC/AC & ARFF Apron (2029 Construction)		A,RC,AP,IM	69	AC 55-70 PCC 25-40	110/F/D/X/T 190/R/B/W/T		\$ 516,562 \$ 516,562	\$ 13,594 \$ 13,594	\$ 13,594 \$ 13,594	\$ 543,750 \$ 543,750				Available Used	\$ 300,000 \$ 222,562	Available Used	\$ 564 \$ 516					
							TOTAL	\$ 516,562	\$ 13,594	\$ 13,594	\$ 543,750			Remaining	\$ 77,438	Remaining	\$ 47					
Federal Fiscal Year 2028 1. Design for Rehabilitate Central Apron and and Portion of Transient Apron (2030 Construction)		A,RE,AP,IM	69	40-55			\$ 475,000 \$ 475,000	\$ 12,500 \$ 12,500	\$ 12,500 \$ 12,500	\$ 500,000 \$ 500,000				Available Used	\$ 227,438 \$ 227,438	Available Used	\$ 227,438 \$ -					
							TOTAL	\$ 475,000	\$ 12,500	\$ 12,500	\$ 500,000			Remaining	\$ -	Remaining	\$ -					
Federal Fiscal Year 2029 1. Reconstruction of Terminal Apron PCC/AC & ARFF Apron		A,RC,AP,IM	69	AC 55-70 PCC 25-40	110/F/D/X/T 190/R/B/W/T		\$ 3,443,750 \$ 3,443,750	\$ 90,625 \$ 90,625	\$ 90,625 \$ 90,625	\$ 3,625,000 \$ 3,625,000				Available Used	\$ 150,000 \$ 150,000	Available Used	\$ -					
							TOTAL	\$ 3,443,750	\$ 90,625	\$ 90,625	\$ 3,625,000			Remaining	\$ -	Remaining	\$ -					
Federal Fiscal Year 2030 1. Rehabilitate Central Apron and Portion of Transient Apron (Construction) 2. Land Acquisitions - RPZ Property Purchases		A,RE,AP,IM A,ST,LA,SZ	69 68	40-55 N/A	N/A		\$ 950,000 \$ 1,520,000	\$ 25,000 \$ 40,000	\$ 25,000 \$ 40,000	\$ 1,000,000 \$ 1,600,000				Available Used Used	\$ 150,000 \$ 150,000 \$ -	Available Used Used	\$ -					
							TOTAL	\$ 2,470,000	\$ 65,000	\$ 65,000	\$ 2,600,000			Remaining	\$ -	Remaining	\$ -					
FFY 2031. Design for Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking (2033 Construction)							\$ 124,937	\$ 3,288	\$ 3,288	\$ 131,513												
FFY 2032. Land Acquisitions - OFA Property Purchases		A,ST,LA,SZ	68				\$ 6,916,052	\$ 150,000	\$ 214,003	\$ 7,280,055												
FFY 2033. Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking							\$ 832,915	\$ 21,919	\$ 21,919	\$ 876,753												
FFY 2034. Design for Rehabilitate West Hangar Apron Area (2035 Construction)		A,RE,AP,IM	69				\$ 71,250	\$ 1,875	\$ 1,875	\$ 75,000												
FFY 2035. Rehabilitate West Hangar Apron Area		A,RE,AP,IM	69				\$ 475,000	\$ 12,500	\$ 12,500	\$ 500,000												

1/30/2025

Airport Name		OXNARD AIRPORT	Fiscal Year 2025			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
Y	D	1. Reconstruct Taxiway F (AIG/BIL Portion Only from CMA and OXR)	\$3,524,500	\$0	\$185,500	\$3,710,000
N/A	D	2. Rehabilitate ATCT (ATP or FCT BIL Grant)	\$2,042,500	\$53,750	\$53,750	\$2,150,000
			Total	\$5,567,000	\$53,750	\$239,250
						\$5,860,000

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Reconstruct Taxiway F (AIG/BIL Portion Only from CMA and OXR)

Taxiway F was last overlaid in 2000. A Visual Condition Survey was performed as part of the 2016 Airport Pavement Management System (APMS) update. At the time of the survey, the pavement on Taxiway F was found to be in Fair condition (PCI 55-70). However, the APMS recommendation for improvement of Taxiway F was a reconstruction due to the existing pavement section that was inadequate to support the aircraft fleet mix at the time. According to a geotechnical report completed in March, 2021 on Taxiway F, the existing pavement along Taxiway F is showing signs of distress, including longitudinal and transverse cracking, which is creating foreign object debris that is hazardous to aircraft and airport users. The subgrade CBR values also tested as low as a value of 1, indicating the need to improve the subgrade through stabilization or replacement with suitable subgrade material. As part of the reconstruction, Taxiway F centerline will be relocated to comply with the separation requirement for the D-III category. The taxiway width will also be reduced from the current 75 feet to 50 feet, to comply with the requirement of TDG 3.

2. Rehabilitate ATCT (ATP or FCT BIL Grant)

OXR ATCT is a level 6 facility constructed in 1958. It has critical FAA equipment & infrastructure to support an airport with +39% growth in operations (TAF 2013-2023). A recent 2023 assessment found termite damage, asbestos/lead paint & the HVAC, fire rated doors, fire alarm system, electrical panels, windows & roof ladder beyond their lifecycle. This project will reimburse assessment cost, remediate asbestos/lead paint & replace all of the above to improve energy efficiency & ADA compliance & provide redundant HVAC cooling to protect FAA equipment in the cab & equipment room.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. Construction was substantially complete in August 2024. The County is committed to project completion and grant sign off within FAA's grant closeout guidelines.
2. Design will be completed in fiscal year 2025.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. CatEx approved by FAA on 1/27/21.

2. CatEx approval anticipated by early 2025.

Land Title Status & Date of Exhibit "A" Status

Date

County of Ventura holds title to Land.

Exhibit A, Property Map

ALP set updated 2/14/22.

Open AIP Funded Projects

Expected Close-out Date

3-06-0179-038-2021	August 2025
3-06-0179-041-2022	August 2026
3-06-0179-042-2022	August 2026
3-06-0179-043-2022	August 2026

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports

Erin Powers, Projects Administrator

Name and Title of Authorized Representative (Print or Type)

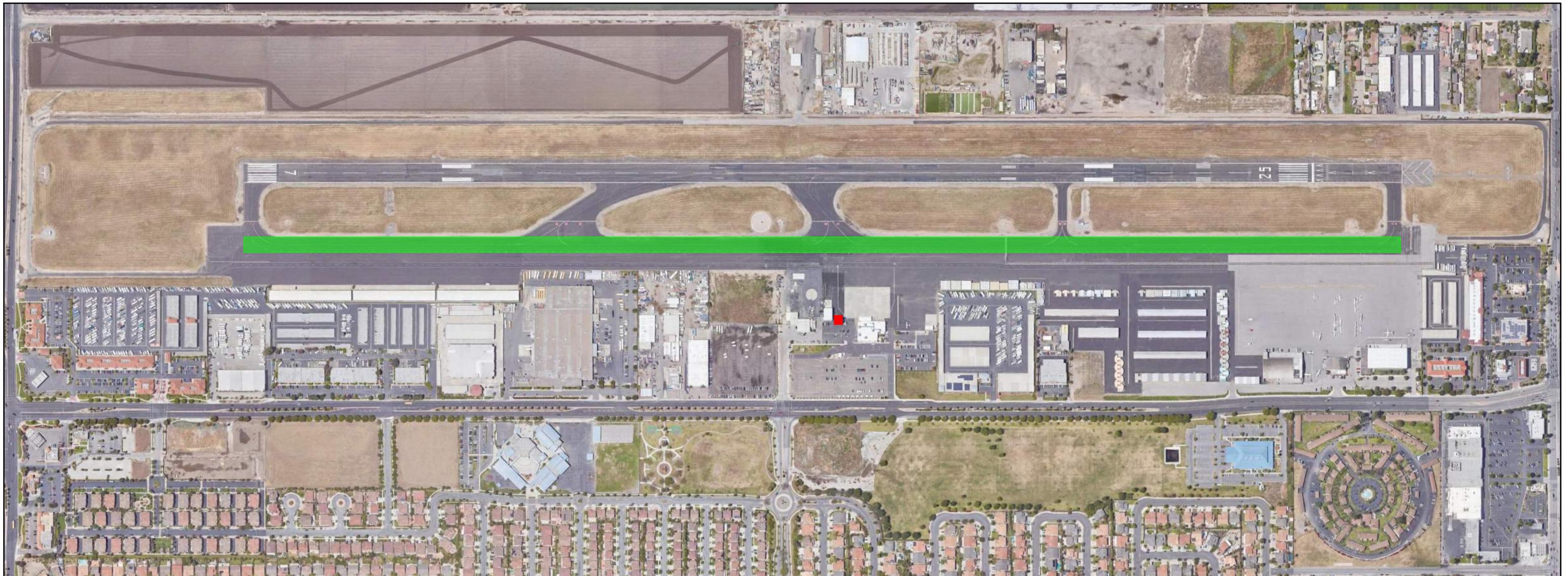
Contact Name and Title (Print or Type)

(805) 388-4205

Signature

Date

Contact Phone (Print or Type)



FY 2025 PROJECTS

- 1. RECONSTRUCT TAXIWAY F
- 2. REHABILITATE ATCT



250 0 250 500
GRAPHIC SCALE
(IN FEET)



COUNTY of VENTURA
Department of Airports

W
WOOLPERT

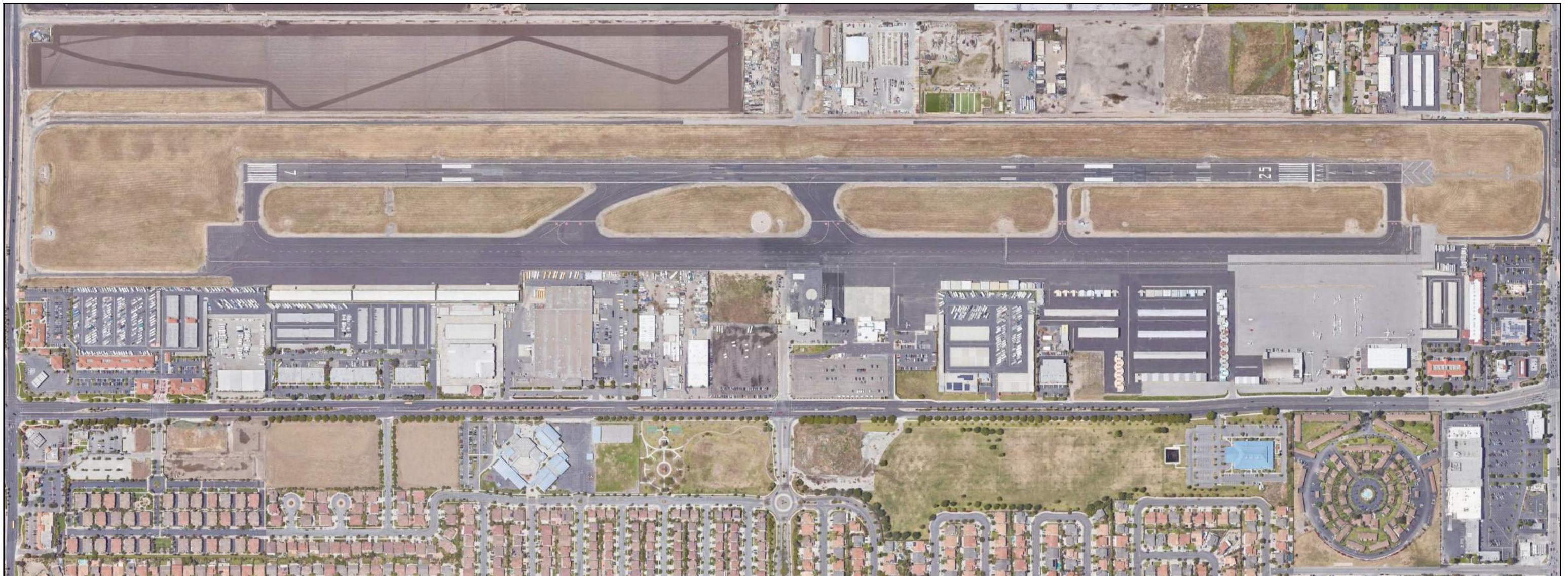
OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2025

DATE: JANUARY 22, 2025

SHEET 1 OF 6

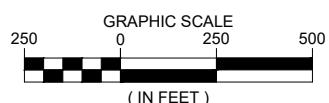
OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT	Fiscal Year 2026			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N/A	N/A	1. No Project: Roll Over Entitlements and BIL funding	\$0	\$0	\$0	\$0
		Total	\$0	\$0	\$0	\$0
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
1. No Project: Roll Over Entitlements and BIL funding						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
N/A						
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)						
N/A						
Land Title Status & Date of Exhibit "A" Status			Date			
County of Ventura holds title to Land. Exhibit A, Property Map			ALP set updated 2/14/22.			
Open AIP Funded Projects			Expected Close-out Date			
3-06-0179-038-2021 3-06-0179-041-2022 3-06-0179-042-2022 3-06-0179-043-2022			August 2025 August 2026 August 2026 August 2026			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Keith Freitas, Director of Airports		Erin Powers, Projects Administrator				
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)				
		(805) 388-4205				
Signature	Date	Contact Phone (Print or Type)				



FY 2026 PROJECTS

1. NO PROJECT: ROLL OVER ENTITLEMENTS AND BIL FUNDING



COUNTY of VENTURA
Department of Airports

W
WOOLPERT

OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2026

DATE: JANUARY 22, 2025

SHEET 2 OF 6

OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT	Fiscal Year 2027			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
Y	D	1. Design for Reconstruction of Terminal Apron PCC/AC & ARFF Apron (2029 Construction)	\$516,562	\$13,594	\$13,594	\$543,750
			Total	\$516,562	\$13,594	\$543,750

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Design for Reconstruction of Terminal Apron PCC/AC & ARFF Apron (2029 Construction)

The Terminal Apron was last reconstructed in 1992 while the ARFF Apron was last reconstructed in 1997. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the PCC section on the Terminal Apron was found to be in Very Poor condition (PCI of 25.40) and the AC section in Fair condition (PCI of 55.70), while the ARFF Apron was found in Good Condition (PCI 85.100). Based on the conditions observed in the APMS and on the pavement strength analysis which showed the inadequacy of the pavement for the aircraft fleet mix at the time, a full reconstruction is recommended for the Terminal Apron and ARFF Apron. Work would include AC and PCC pavement removal, strengthening of the subgrade, placing new AB material, placing PCC and AC pavement, and application of pavement markings based on the most current Advisory Circular.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. Design will be completed in 2027. Bids are anticipated to be received by February 2029 with construction in summer 2029. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. CatEx approval anticipated by early 2027.

Land Title Status & Date of Exhibit "A" Status Date

County of Ventura holds title to Land.

Exhibit A, Property Map ALP set updated 2/14/22.

Open AIP Funded Projects Expected Close-out Date

3-06-0179-038-2021	August 2025
3-06-0179-041-2022	August 2026
3-06-0179-042-2022	August 2026
3-06-0179-043-2022	August 2026

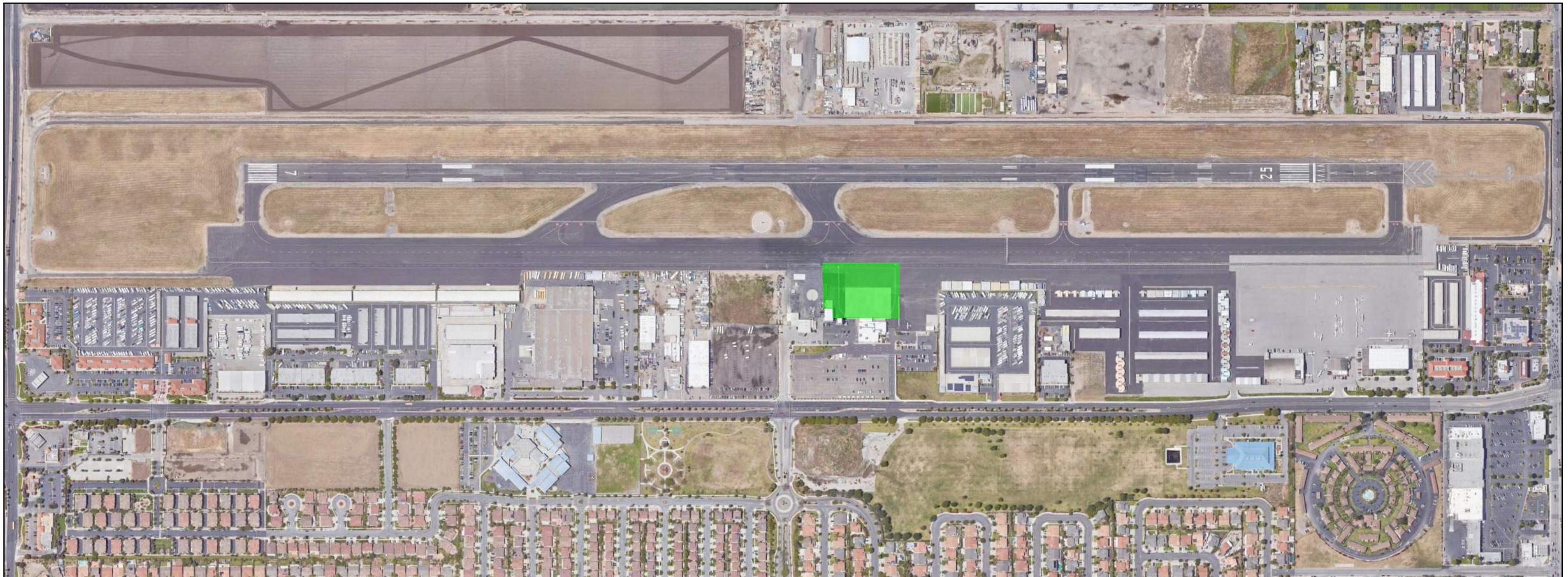
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports	Erin Powers, Projects Administrator
-------------------------------------	-------------------------------------

Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)
---	--

(805) 388-4205

Signature	Date	Contact Phone (Print or Type)
-----------	------	-------------------------------



FY 2027 PROJECTS

1. DESIGN FOR RECONSTRUCTION OF TERMINAL APRON PCC/AC & ARFF APRON (2029 CONSTRUCTION)



250 0 250 500
(IN FEET)
GRAPHIC SCALE



COUNTY of VENTURA
Department of Airports

W
WOOLPERT

OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2027

DATE: JANUARY 22, 2025

SHEET 3 OF 6

OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT		Fiscal Year 2028													
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total										
Y	D	1. Design for Rehabilitate Central Apron and and Portion of Transient Apron (2030 Construction)		\$475,000	\$12,500	\$12,500	\$500,000										
		Total		\$475,000	\$12,500	\$12,500	\$500,000										
<p>* D - Development; P - Planning; E - Environmental</p> <p align="center">PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</p>																	
Detail Project Description (Square/Lineal Footage or Length/Width)																	
1. Design for Rehabilitate Central Apron and and Portion of Transient Apron (2030 Construction)																	
<p>The Central Apron, Executive Hangar Area, and Transient Apron were reconstructed in various years from 1997 to 2006. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the Central Hangar Area was in Good Condition (PCI 85-100), the Transient Apron was found to be in Poor condition (PCI of 40-55), and the Executive Apron was found to be in Satisfactory condition (PCI of 70-85). Based on the conditions observed in the APMS, a seal coat is recommended for most of the area, with a rehabilitation of a portion of the Transient apron (recommended in FY 2016 per APMS). Work would include crack seal, seal coat application, limited pavement removal, trimming of existing AB to meet grades, placing new AB material and AC pavement, and re-application of existing markings.</p>																	
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)																	
1. Design will be completed in fiscal year 2028.																	
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)																	
1. CatEx approval anticipated by early 2028.																	
Land Title Status & Date of Exhibit "A" Status				Date													
County of Ventura holds title to Land. Exhibit A, Property Map				ALP set updated 2/14/22.													
Open AIP Funded Projects				Expected Close-out Date													
3-06-0179-038-2021 3-06-0179-042-2022 3-06-0179-042-2022 3-06-0179-043-2022				August 2025 August 2026 August 2026 August 2026													
<p>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.</p> <table border="1"> <tr> <td>Keith Freitas, Director of Airports</td> <td>Erin Powers, Projects Administrator</td> </tr> <tr> <td>Name and Title of Authorized Representative (Print or Type)</td> <td>Contact Name and Title (Print or Type)</td> </tr> <tr> <td colspan="2">(805) 388-4205</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> <tr> <td colspan="2">Contact Phone (Print or Type)</td> </tr> </table>								Keith Freitas, Director of Airports	Erin Powers, Projects Administrator	Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)	(805) 388-4205		Signature	Date	Contact Phone (Print or Type)	
Keith Freitas, Director of Airports	Erin Powers, Projects Administrator																
Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)																
(805) 388-4205																	
Signature	Date																
Contact Phone (Print or Type)																	



FY 2028 PROJECTS

1. DESIGN FOR REHABILITATE CENTRAL APRON AND PORTION OF TRANSIENT APRON
(2030 CONSTRUCTION)



250 0 250 500
(IN FEET)
GRAPHIC SCALE



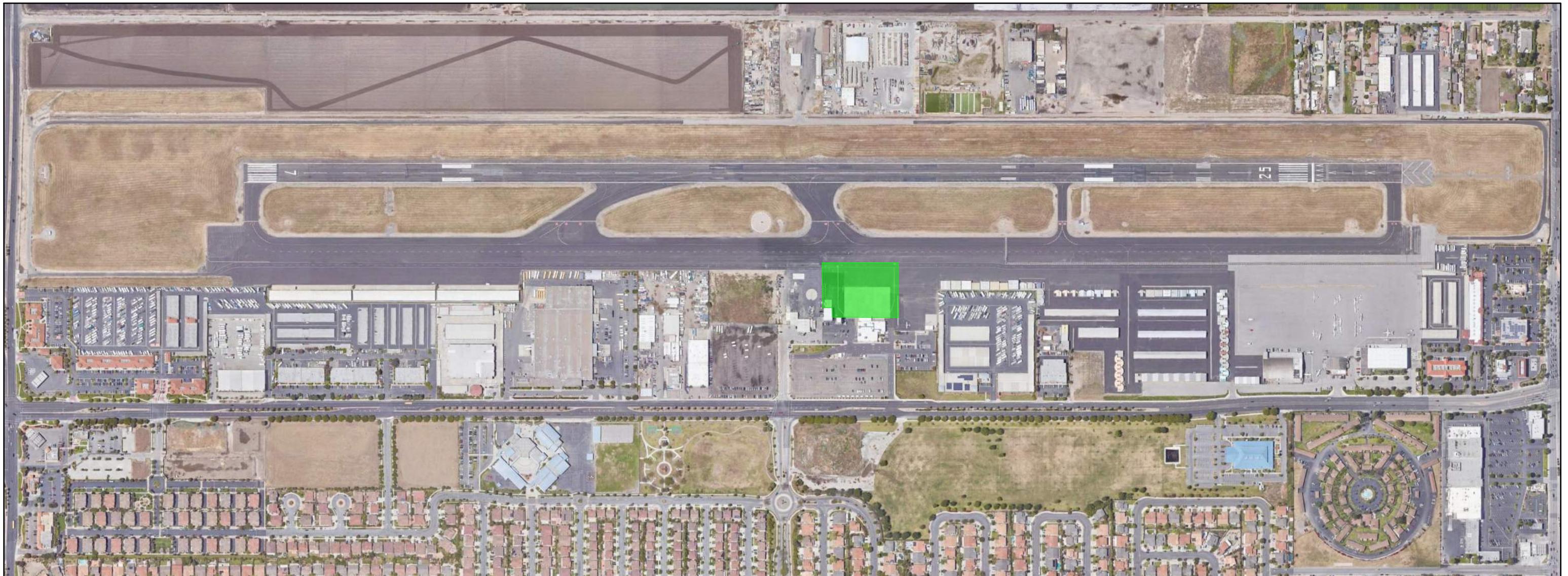
COUNTY of VENTURA
Department of Airports

W
WOOLPERT

OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2028

DATE: JANUARY 22, 2025

SHEET 4 OF 6



FY 2029 PROJECTS

1. RECONSTRUCTION OF TERMINAL APRON PCC/AC & ARFF APRON



250 0 250 500
(IN FEET)
GRAPHIC SCALE



COUNTY of VENTURA
Department of Airports


WOOLPERT

OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2029

DATE: JANUARY 22, 2025

SHEET 5 OF 6

OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT		Fiscal Year 2030				
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total	
Y	D	1. Rehabilitate Central Apron and Portion of Transient Apron (Construction)		\$950,000	\$25,000	\$25,000	\$1,000,000	
Y	P	2. Land Acquisitions - RPZ Property Purchases		\$1,520,000	\$40,000	\$40,000	\$1,600,000	
				Total	\$2,470,000	\$65,000	\$65,000	\$2,600,000

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)	
1. Rehabilitate Central Apron and Portion of Transient Apron (Construction) A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the Central Hangar Area was in Good Condition (PCI 85-100), the Transient Apron was found to be in Poor condition (PCI of 40-55), and the Executive Apron was found to be in Satisfactory condition (PCI of 70-85). Based on the conditions observed in the APMS, a seal coat is recommended for most of the area, with a rehabilitation of a portion of the Transient apron (recommended in FY 2016 per APMS). Work would include crack seal, seal coat application, limited pavement removal, trimming of existing AB to meet grades, placing new AB material and AC pavement, and re-application of existing markings.	
2. Land Acquisitions - RPZ Property Purchases The Airport is planning to acquire land within the ultimate Runway 7 approach RPZ and Runway 25 departure RPZ.	
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)	
1. Design will be completed in 2028. Bids are anticipated to be received by February 2030 with construction in summer 2030. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.	
2. N/A	
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)	
1. CatEx approval anticipated by early 2028.	
Land Title Status & Date of Exhibit "A" Status	Date
County of Ventura holds title to Land. Exhibit A, Property Map	ALP set updated 2/14/22.
Open AIP Funded Projects	Expected Close-out Date
3-06-0179-038-2021	August 2025
3-06-0179-042-2022	August 2026
3-06-0179-042-2022	August 2026
3-06-0179-043-2022	August 2026
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.	
Keith Freitas, Director of Airports	Erin Powers, Projects Administrator
Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)
	(805) 388-4205
Signature	Date
	Contact Phone (Print or Type)



FY 2030 PROJECTS

- 1. REHABILITATE CENTRAL APRON, EXECUTIVE HANGAR AREA AND PORTION OF TRANSIENT APRON (CONSTRUCTION)
- 2. LAND ACQUISITIONS - RPZ PROPERTY PURCHASES (NOT SHOWN)



250 0 250 500
(IN FEET)
GRAPHIC SCALE



COUNTY of VENTURA
Department of Airports


WOOLPERT

OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2030

DATE: JANUARY 22, 2025

SHEET 6 OF 6

OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT	Fiscal Year 2031			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N/A	D	FFY 2031 Design for Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking (2033 Construction)	\$124,937	\$3,288	\$3,288	\$131,513
		Total	\$124,937	\$3,288	\$3,288	\$131,513

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. FFY 2031 Design for Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking (2033 Construction)
A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the Perimeter Road was in Fair (PCI 55-70) to Poor (PCI 40-55) Condition, the Terminal Loop was in Satisfactory Condition (PCI 70-85), the ATCT and Operations Parking was in Satisfactory Condition, and the Central Hangar Area Parking was in Poor Condition. The proposed improvements for the areas mentioned above consist of a rehabilitation for the section of the Perimeter Road in Poor condition and an emulsified asphalt seal coat for the other areas. The rehabilitation will consist of removing the existing pavement, trimming existing AB to meet design grades, placing new AB material over existing, and placing new AC pavement. The emulsified asphalt seal coat will include crack repair, seal coat application, and re-application of pavement markings.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. Design will be completed on 2031.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. CatEx approval anticipated by early 2031.

Land Title Status & Date of Exhibit "A" Status

Date

County of Ventura holds title to Land.

Exhibit A, Property Map

ALP set updated 2/14/22.

Open AIP Funded Projects

Expected Close-out Date

3-06-0179-038-2021

August 2025

3-06-0179-041-2022

August 2026

3-06-0179-042-2022

August 2026

3-06-0179-043-2022

August 2026

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports

Erin Powers, Projects Administrator

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)

(805) 388-4205

Signature

Date

Contact Phone (Print or Type)

OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT		Fiscal Year 2032												
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total									
Y	P	FFY 2032 Land Acquisitions - OFA Property Purchases		\$6,916,052	\$150,000	\$214,003	\$7,280,055									
				Total	\$6,916,052	\$150,000	\$214,003	\$7,280,055								
<p>* D - Development; P - Planning; E - Environmental</p> <p align="center">PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</p>																
Detail Project Description (Square/Lineal Footage or Length/Width)																
FFY 2032 Land Acquisitions - OFA Property Purchases The Airport is planning to acquire land within the ultimate Runway 7 OFA and Runway 25 OFA.																
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)																
N/A																
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)																
1. CatEx approval anticipated by late 2030.																
Land Title Status & Date of Exhibit "A" Status Date																
County of Ventura holds title to Land. Exhibit A, Property Map Date ALP set updated 2/14/22.																
Open AIP Funded Projects Expected Close-out Date																
<table> <tr> <td>3-06-0179-038-2021</td> <td>August 2025</td> </tr> <tr> <td>3-06-0179-041-2022</td> <td>August 2026</td> </tr> <tr> <td>3-06-0179-042-2022</td> <td>August 2026</td> </tr> <tr> <td>3-06-0179-043-2022</td> <td>August 2026</td> </tr> </table>									3-06-0179-038-2021	August 2025	3-06-0179-041-2022	August 2026	3-06-0179-042-2022	August 2026	3-06-0179-043-2022	August 2026
3-06-0179-038-2021	August 2025															
3-06-0179-041-2022	August 2026															
3-06-0179-042-2022	August 2026															
3-06-0179-043-2022	August 2026															
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.																
Keith Freitas, Director of Airports		Erin Powers, Projects Administrator														
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)														
		(805) 388-4205														
Signature		Date Contact Phone (Print or Type)														

OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT	Fiscal Year 2033											
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total								
0	D	FFY 2033 Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking	\$832,915	\$21,919	\$21,919	\$876,753								
			Total	\$832,915	\$21,919	\$21,919								
* D - Development; P - Planning; E - Environmental														
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS														
Detail Project Description (Square/Lineal Footage or Length/Width)														
FFY 2033 Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking														
A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the Central Hangar Area was in Good Condition (PCI 85-100), the Transient Apron was found to be in Poor condition (PCI of 40-55), and the Executive Apron was found to be in Satisfactory condition (PCI of 70-85). Based on the conditions observed in the APMS, a seal coat is recommended for most of the area, with a rehabilitation of a portion of the Transient apron (recommended in FY 2016 per APMS). Work would include crack seal, seal coat application, limited pavement removal, trimming of existing AB to meet grades, placing new AB material and AC pavement, and re-application of existing markings.														
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)														
1. Design will be completed in 2031. Bids are anticipated to be received by February 2033 with construction in summer 2033. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.														
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)														
1. CatEx approval anticipated by late 2031.														
Land Title Status & Date of Exhibit "A" Status Date														
County of Ventura holds title to Land. Exhibit A, Property Map ALP set updated 2/14/22.														
Open AIP Funded Projects Expected Close-out Date														
<table> <tbody> <tr> <td>3-06-0179-038-2021</td> <td>August 2025</td> </tr> <tr> <td>3-06-0179-041-2022</td> <td>August 2026</td> </tr> <tr> <td>3-06-0179-042-2022</td> <td>August 2026</td> </tr> <tr> <td>3-06-0179-043-2022</td> <td>August 2026</td> </tr> </tbody> </table>							3-06-0179-038-2021	August 2025	3-06-0179-041-2022	August 2026	3-06-0179-042-2022	August 2026	3-06-0179-043-2022	August 2026
3-06-0179-038-2021	August 2025													
3-06-0179-041-2022	August 2026													
3-06-0179-042-2022	August 2026													
3-06-0179-043-2022	August 2026													
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.														
Keith Freitas, Director of Airports		Erin Powers, Projects Administrator												
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)												
		(805) 388-4205												
Signature		Date	Contact Phone (Print or Type)											

OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT		Fiscal Year 2034			
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total
Y	D	FFY 2034 Design for Rehabilitate West Hangar Apron Area (2035 Construction)		\$71,250	\$1,875	\$1,875	\$75,000
			Total	\$71,250	\$1,875	\$1,875	\$75,000

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

FFY 2034 Design for Rehabilitate West Hangar Apron Area (2035 Construction)

The West Hangar Apron Area was constructed from 1988 to 2007. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the West Hangar Area was in Satisfactory Condition (PCI 70-85). The proposed improvement for the areas consist of an emulsified asphalt seal coat which will include crack repair, seal coat application, and re-application of pavement markings.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. Design will be completed in fiscal year 2034.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. CatEx approval anticipated by late 2033.

Land Title Status & Date of Exhibit "A" Status Date

County of Ventura holds title to Land.

Exhibit A, Property Map ALP set updated 2/14/22.

Open AIP Funded Projects Expected Close-out Date

3-06-0179-038-2021	August 2025
3-06-0179-042-2022	August 2026
3-06-0179-042-2022	August 2026
3-06-0179-043-2022	August 2026

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports	Erin Powers, Projects Administrator
-------------------------------------	-------------------------------------

Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)
---	--

(805) 388-4205

Signature	Date	Contact Phone (Print or Type)
-----------	------	-------------------------------

OXR ACIP DATA SHEET

Airport Name		OXNARD AIRPORT		Fiscal Year 2035																			
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total																
Y	D	FFY 2035 Rehabilitate West Hangar Apron Area		\$475,000	\$12,500	\$12,500	\$500,000																
				Total	\$475,000	\$12,500	\$12,500																
<p>* D - Development; P - Planning; E - Environmental</p> <p align="center">PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</p>																							
Detail Project Description (Square/Lineal Footage or Length/Width)																							
FFY 2035 Rehabilitate West Hangar Apron Area																							
<p>The West Hangar Apron Area was constructed from 1988 to 2007. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the West Hangar Area was in Satisfactory Condition (PCI 70-85). The proposed improvement for the areas consist of an emulsified asphalt seal coat which will include crack repair, seal coat application, and re-application of pavement markings.</p>																							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)																							
1. Design will be completed in fiscal year 2034.																							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)																							
1. CatEx approval anticipated by late 2033.																							
Land Title Status & Date of Exhibit "A" Status				Date																			
County of Ventura holds title to Land. Exhibit A, Property Map				ALP set updated 2/14/22.																			
Open AIP Funded Projects				Expected Close-out Date																			
3-06-0179-038-2021 3-06-0179-041-2022 3-06-0179-042-2022 3-06-0179-043-2022				August 2025 August 2026 August 2026 August 2026																			
<p>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.</p> <table border="1"> <tr> <td>Keith Freitas, Director of Airports</td> <td colspan="3">Erin Powers, Projects Administrator</td> </tr> <tr> <td>Name and Title of Authorized Representative (Print or Type)</td> <td colspan="3">Contact Name and Title (Print or Type)</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">(805) 388-4205</td> </tr> <tr> <td>Signature</td> <td>Date</td> <td colspan="2">Contact Phone (Print or Type)</td> </tr> </table>								Keith Freitas, Director of Airports	Erin Powers, Projects Administrator			Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)					(805) 388-4205		Signature	Date	Contact Phone (Print or Type)	
Keith Freitas, Director of Airports	Erin Powers, Projects Administrator																						
Name and Title of Authorized Representative (Print or Type)	Contact Name and Title (Print or Type)																						
		(805) 388-4205																					
Signature	Date	Contact Phone (Print or Type)																					



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

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

August 11, 2022

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

Dear Mr. Keith Freitas:

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

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

Steps You Must Take to Enter Into Agreement.

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

Cathryn G. Cason
 Manager

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



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 11, 2022

Airport/Planning Area Camarillo Airport

FY2022 AIP Grant Number 3-06-0339-043-2022

Unique Entity Identifier LMKXF6XPKFC3

TO: County of Ventura

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 1, 2022, for a grant of Federal funds for a project at or associated with the Camarillo Airport, which is included as part of this Grant Agreement; and

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

Conduct Noise Compatibility Plan Study Update

which is more fully described in the Project Application.

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

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$716,350.

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

\$ 716,350 for planning

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

\$ 0 for land acquisition.

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

a. Period of Performance:

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

b. Budget Period:

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

c. Close Out and Termination

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

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 8, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor ~~must~~ make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects**. If, during the life of the project, the ~~FAA~~ determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the ~~FAA~~ can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The ~~FAA~~ can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The ~~FAA~~'s authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The ~~FAA~~ can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to ~~delete~~ work items if the ~~FAA~~ finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the ~~FAA~~ may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American**. Unless otherwise approved in advance by the ~~FAA~~, in accordance with 49 U.S.C. § 50101, the Sponsor ~~will~~ not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America**. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

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

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

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

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. **Prohibition of Reprisals**
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. **Persons and bodies covered.** The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

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

EXAMPLE

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Cathryn G. Cason

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

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated August 11, 2022

County of Ventura

(Name of Sponsor)

Keith Freitas

(Signature of Sponsor's Authorized Official)

By: Keith Freitas

(Typed Name of Sponsor's Authorized Official)

Title: Director of Airports

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Tom Temple

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at August 12, 2022

By: 

(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

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

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. **Public Agency Sponsor:**

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

b. **Private Sponsor:**

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

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

26. Reports and Inspections.

It will:

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

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or ~~weather-reporting and~~ communication activities related to air traffic control, any areas of land or water, or ~~estate~~ therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or ~~any~~ portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at ~~all times~~ an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as ~~runways, taxiways, aprons, terminal buildings, hangars and roads~~), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. **Applicability**
 - 1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration.**

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

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

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

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

~~"The (County of Ventura), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."~~

e. **Required Contract Provisions.**

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

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under ~~Chapter 471 subchapter 1 of Title 49 U.S.C.~~, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of ~~Title 40 U.S.C.~~, or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 1, 2022.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

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

B. Duration and Applicability.

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to private sponsors.

² 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

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

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

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

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

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

6. Accounting System, Audit, and Record Keeping Requirements

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

7. Planning Projects

In carrying out planning projects:

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

8. Reports and Inspections.

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

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

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

c. Duration.

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

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

d. Required Solicitation Language.

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

"The (County of Ventura), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

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

12. Policies, Standards, and Specifications.

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

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).



COUNTY of VENTURA

Department of Airports

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

March 13, 2025

Camarillo Airport Authority
Oxnard Airport Authority

Subject: 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.

Fiscal/Mandates Impact:

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

Discussion:

During the January 8, 2025, Camarillo/Oxnard Airport Authority meetings the question was raised should the Alternate Public Members be invited to sit with the Authority Members at the dais/table and provide comments and input during meetings. This item was referred to County of Ventura Counsel to provide a legal opinion.

Please reference the legal opinion, dated January 28, 2025, provided by County of Ventura Counsel, which is titled *Input by Non-Members at Meetings of the Camarillo and Oxnard Airport Authorities*.

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

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

Attachments:

Exhibit 1 – Legal Opinion *Input by Non-Members at Meetings of the Camarillo and Oxnard Airport Authorities*.

MEMORANDUM
COUNTY OF VENTURA
COUNTY COUNSEL'S OFFICE

January 28, 2025

TO: Keith Freitas, Director of Airports

FROM: Thomas W. Temple, Assistant County Counsel

RE: INPUT BY NON-MEMBERS AT MEETINGS OF THE CAMARILLO AND OXNARD AIRPORT AUTHORITIES

QUESTION

May either the Camarillo or Oxnard Airport Authority allow a member of the public, who is also an alternate public member, expanded opportunities to address the Authority at public meetings?

SHORT ANSWER

Yes. The Authorities may seek and receive input from any person for matters on the agenda. The Authorities may also, by amending their by-laws, allow their chairs to appoint non-members to committees, which may then provide input on matters on the agenda. Finally, the Authorities may, if they wish, extend the time limits ordinarily applicable to public comment.

ANALYSIS

A. Background

In your capacity as staff to the Authorities, you have asked whether Authority meetings may be structured, perhaps through amendment of the by-laws, to allow a member of the public, who is a non-sitting alternate public member of the Authority, to participate in discussions to a greater extent than is provided by ordinary public comment.

B. Discussion

Aside from the presenters at a public meeting (i.e., staff and those invited by staff or members), there are only two categories of persons who may participate in an Authority's meeting: Authority members and members of the public.

Under the Ralph M. Brown Act, members of the Authorities may "hear, discuss, deliberate, or take action on" matters within the body's subject-matter jurisdiction. (Gov. Code, § 54952.2, subd. (a).²) Indeed, a "meeting" is defined as any gathering of a majority of the members of a legislative body at which one or more of these actions occurs. (*Ibid.*) All meetings of a legislative body (with some exceptions not relevant here) must be "open and public," and all matters of business to be heard, discussed, or acted on at the meeting must be described on an agenda published beforehand. (§§ 54953, subd. (a), 54954.2, subd. (a)(3).) "No action or discussion shall be undertaken on any item not appearing on the posted agenda," except that members and staff may briefly respond to public comments and questions, ask clarifying questions, make brief announcements or reports, and refer matters to staff for a future agenda. (§ 54954.2, subd. (a)(3).)

The Brown Act also requires legislative bodies to provide for participation by members of the public: "Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body," subject to reasonable restrictions. (§ 54954.3, subds. (a), (b); *Ribakoff v. City of Long Beach* (2018) 27 Cal.App.5th 150 [rejecting challenge to body's three-minute limitation on public comments]; *Olson v. Hornbrook Community Services Dist.* (2019) 33 Cal.App.5th 502, 528 [body may require public comment on agenda item to occur when body considers that item]; 78 Ops.Cal.Atty.Gen. 224 (1995) [body may prohibit public comment on matters outside its subject-matter jurisdiction].)

Unless sitting in place of an absent public member, an Authority's alternate public member is not an Authority member who may "hear, discuss, deliberate, or take action on" matters within the Authority's subject-matter jurisdiction. Instead, that person is a member of the public. (§ 54952.2, subd. (a).) Therefore, when participating in discussions at a public meeting, an alternate public member who is not then sitting is ordinarily subject to the rules that apply to public comments generally. And, while public comments are required and often useful, when comments stray into matters not on the agenda, they raise the risk that discussion or questions about those comments will run afoul of the Brown Act. (§ 54954.2, subd. (a)(3).)

² All further statutory citations will be to the Government Code.

But if an Authority wishes to receive from any non-member of the Authority more extensive input than is ordinarily available from a member of the public during a public meeting, it may do so in accordance with the Brown Act in at least the following three circumstances.

First, the Authority is free to call upon or “recognize” any person to answer questions or provide comment during a meeting, so long as the matter being discussed is on the agenda for that meeting. No alteration of the by-laws would be necessary to allow the Authority to use this method. But care should be taken to ensure discussions and questions during such an event do not stray from the agenda item being discussed. (§ 54954.2, subd. (a)(3).)

Second, if the Authority anticipates requiring regular or repeated input on any topic, the Authority may appoint one or more persons to a standing committee created for that purpose and receive input from the committee, provided that matter is on the Authority’s agenda. But note that the Brown Act applies to a standing committee of a legislative body just as it applies to the legislative body itself. (§ 54952.2, subds. (a), (b).) While an ad-hoc or temporary committee can operate outside the Brown Act’s notice, agenda, and public-participation requirements, this is true only if the committee is composed solely of Authority members that constitute less than a quorum. (§ 54952, subd. (b).) Both Authorities’ by-laws currently allow their chairs to appoint only *Authority members* to committees “for purposes of special studies and pursuits.” (Camarillo Airport Authority By-laws, art. VI; Oxnard Airport Authority By-laws, art. VII.) If the Authorities wish to appoint non-members to standing committees to address issues requiring ongoing input, their by-laws would need to be amended. Again, care will need to be taken to avoid Brown Act violations. (§ 54954.2, subd. (a)(3).)

Third, the Authority remains free, if it wishes to do so, to grant any member of the public more time than is ordinarily allotted to public comments. This power should only be exercised in a fair, reasonable, and non-discriminatory manner. The by-laws for both Authorities are silent on the time limits for public comment, so no amendment would be necessary to set or alter time limits as desired. Perhaps even more acutely, the same cautions as above apply here, to avoid non-agendized discussions. (§ 54954.2, subd. (a)(3).)

Regardless of the procedure used, no person who is not a sitting member of the Authority may vote on any matter before that Authority.

TWT:me

March 12, 2025

Aviation Advisory Commission
Camarillo Airport Authority
Oxnard Airport Authority

Subject: 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.

Fiscal/Mandates Impact:

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

Discussion:

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

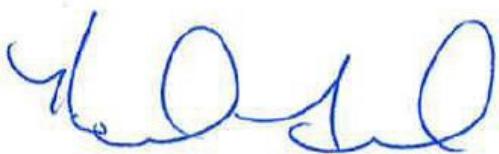
The County of Ventura Department of Airports was established in 1976 to manage Camarillo Airport and Oxnard Airport. Together these Airports provide vital connections to the national airspace system and are home to many businesses and individual aircraft owners, all of whom contribute to the economic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

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

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

Our March story focuses on the heroic firefighting efforts of the Ventura County Fire Department and all emergency response teams who quickly and effectively tackled the Mountain Fire and who assisted with response to fires that followed soon after in Los Angeles County. Countless homes and lives were saved because of their work and because of the close proximity of the Ventura County Aviation Unit's base at Camarillo Airport.

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



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

Director of Airports



**Camarillo Airport Authority and
Oxnard Airport Authority
Meeting Agenda
for
March 13, 2025**

Revised Cover Letter

**Provided to the Camarillo Airport
and Oxnard Airport Authorities
and added to the official record on
March 13, 2025**



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

March 12, 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 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
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) (requires 4/5ths vote); and
3. Approve, adopt, and execute the resolution (pages 39-46 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.

Fiscal/Mandates Impact:

Mandatory: No

Source of funding: *The rents and fees provide the primary source of funding for the airport enterprise fund other than federal grants.*

Funding match required: None

Impact on other departments: *Several other departments are tenants at the airports and subject to paying rent. The established rents are based upon building replacement and/or fair market appraisals conducted by the Real Estate Services Division of the Public Works Agency or by outside, independent appraisers or by an alternate market study by aviation consultants.*

Summary of Revenues and Costs

FY 2025-26 Requested (Note B)

Revenue (see Note A):	\$ 9,738,000
Costs:	
Direct (see Note A)	8,547,000
Indirect	964,000
Total Costs	9,511,000
Net Airports' Revenue	\$ 227,000

Note A: *Revenue excludes investment income and grant revenue; cost excludes depreciation expense and capital projects.*

Note B: *Following fiscal year is not shown since the Rent and Fee Schedule is re-evaluated annually.*

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. Proposed changes are discussed below:

1. Per Rent & Fee Policy 3.b., there are no rate adjustments for hangars and tie-downs this year. During this Fiscal Year, the Department of Airports proposes to review with aviation consultants a study on the current market approach to maintain competitive and industry standard methodology to recommend any future changes to establish rental rates for inclusion in the FY 26/27 Rent and Fee. There will be an increase of the monthly electricity charge from \$11 in FY 24/25 to \$15 per month in FY 25/26.
2. To continue to create an incentive for our six Aviation Service Providers to offer a new unleaded aviation fuel alternative, the Department of Airports proposes to again this year temporarily waive the Fuel Flowage Fee and the Storage Fee (applies to unleaded fuel stored in County-owned tanks). An incentive is appropriate because this fuel formulation is new in the marketplace and due to the extremely low volumes and other supply chain considerations, comes at a higher price and lower margins. Despite the economics, having an unleaded fuel product available at our airports is very much in the interest of the Department to help

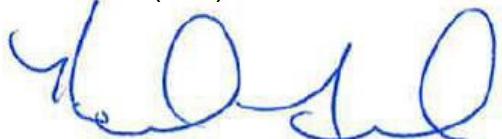
reduce and eventually eliminate lead emissions from aviation. This waiver will be reevaluated next fiscal year to determine if the incentive is still needed.

3. 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.
4. We anticipate final FAA approval (perhaps by the time the matter comes to the Board in May) of the UAS (Unmanned Aerial Systems) test range area which allows for airspace use by experimental unmanned aircraft from Ventura County line to the northern edge of Santa Barbara County and anticipate increased use of the Oxnard airport for these testing capabilities. We have made a change to the proposed fees charged for AAM Test Range Use of the Oxnard (primarily) Airport to conduct testing of unmanned aircraft to \$1,500 per day / \$6000 per week (Mon-Fri) These rates are still less than those charged for similar services at the three other test range sites in Oregon, California and Utah
5. Transaction fees will be implemented for the upcoming year for tenants utilizing the electronic payment portal (ePay). The following fees apply: Credit/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
8. We have added a revised capital investment requirement for long term leases (longer than five years) for development to differentiate between Oxnard and Camarillo, recognizing the difference in available land / development opportunity as well as the difference in aviation activity at each airport. The required investment by developers/tenants have changed from \$20,000 per acre per lease year for both airports to \$10,000 per acre per lease year for Oxnard and \$20,000 per acre per lease year for Camarillo. For example, to qualify for a 20-year lease of 3 acres, at Oxnard we would require an investment of \$600,000 and \$1,200,000 at Camarillo. These investments help to upgrade existing facilities and new construction.
9. **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.

Please note this is a draft document pending final approval from CEO office. Any substantive changes to this document will be relayed to your Commission/Authorities prior to Board of Supervisor approval.

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



**Camarillo Airport Authority and
Oxnard Airport Authority
Meeting Agenda
for
March 13, 2025**

Revised Exhibit 1

**Provided to the Camarillo Airport
and Oxnard Airport Authorities
and added to the official record on
March 13, 2025**

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)	
<i>Single Engine</i>	\$ 8.00
<i>Multi Engine</i>	\$ 10.00
<i>Large Aircraft over 12,500 LBS</i>	Equal to Landing Fee
Transient Ramp Area - Day Use (24 hrs or any portion)	
<i>Commercial / FBO / Overflow Use -Fee Per Day or Portion- under 12,500 lbs</i>	\$ 25.00
<i>Commercial / FBO / Overflow Use - Fee Per Day or Portion 12,500 - 40,000 lbs</i>	\$ 50.00
<i>Commercial / FBO / Overflow Use - Fee Per Day or Portion - over 40,000 lbs</i>	\$ 100.00
<i>Commercial / FBO / Overflow Use - Fee Per Day or Portion - Helicopters</i>	\$ 50.00
<i>Government/Contract Fire Fighting Aircraft</i>	No charge
Leased Tiedowns - Per Space, Month to Month Basis	
<i>Standard</i>	\$ 112.00
<i>Pull-through</i>	\$ 153.00
<i>Large Aircraft over 12,500 LBS (See also Exhibit B)</i>	10x Landing Fee
Ground Rent - With Private Hangars - Per SF, Per Month	\$ 0.150
County Owned Hangar Rent - Per SF, Per Month	
<i>Constructed Prior to 2019</i>	\$ 0.400
<i>Constructed After 2019</i>	\$ 0.540
<i>Electric Service - Per Month (if applicable)</i>	\$ 15.00
AIRCRAFT OPERATIONS	
Landing Fees	
<i>Air Carriers - Minimum Fee / Fee per 1,000 LBS MTOW</i>	\$ 15.49
<i>Air Carriers - Fee per 1,000 LBS MTOW (Rounded to nearest thousand pounds)</i>	\$ 1.44
<i>Lighter-than-air Aircraft Daily Use Fee</i>	\$ 113.00
<i>Small Aircraft under 12,500 LBS (Non-Commercial)</i>	No charge
Fuel Flowage/Storage	
<i>Fuel Flowage per delivered gallon (Except Unleaded Fuels in FY25-26)</i>	\$ 0.06

Summary of Rent & Fees

FY 2025-26

CHARGE	Rent or Fee
<i>Facility Fee - For Use of County Fuel Farm</i>	\$ 0.02
<i>Oil Flowage</i>	\$ 0.15
<i>Fuel Tank Rental - For Storage of Fuel in County Fuel Farm (Except Unleaded Fuels in FY25-26)</i>	\$ 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

Market Rate Per Appraisal

Shop

Market Rate Per Appraisal

Office

\$ 0.40

Ramp

\$ 0.40

\$ 0.50

\$ 0.0886

\$20k / \$10 k

Term of Lease (Non-Aviation) - Improvements Per Acre, Per Year CMA/OXR

Term of Lease (Aviation) - Improvements Per Acre, Per Year CMA/OXR

Full Service ASP

\$20k / \$10 k

Limited Service ASP

\$20k / \$10 k

Single Service ASP

\$20k / \$10 k

AIRPORT LAND/GROUND AREAS

Ground Rent (Aviation & Non-Aviation) - Per SF, Per Year

Ground Leases (Non-Aviation)

\$ 1.50

Ground Leases (Aviation)

\$ 0.975

Percentage Rent

As negotiated

Term of Lease (Aviation and Non-Aviation) - Improvements Per Acre, Per Year CMA/OXR

\$20k / \$10 k

Month to Month Ground Lease

Minimum Rent

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
<i>Each Additional Day</i>	\$ 15.00
Permit Parking	
<i>Rent-A-Cars - Per Month, Per Space</i>	\$ 20.00
<i>All Others - Per Month, Per Space</i>	\$ 25.00
<i>Permit Replacement Fee</i>	\$ 5.00
AIRPORT PERMITS	
Commercial Activity Permits	
Permit Fee - Aviation Commercial	
<i>Daily Permit</i>	\$ 245.00
<i>Additional Consecutive Days</i>	\$ 36.00
<i>Annual Permit - Mobile Mechanic, Independent Flight Instructor, Self-Fueler</i>	\$ 750.00
<i>Annual Permit Renewal - Mobile Mechanic, Independent Flight Instructor, Self-Fueler</i>	\$ 500.00
Permit Fee - Non-Aviation Commercial	
<i>Daily Permit</i>	\$ 436.00
<i>Additional Consecutive Days</i>	\$ 100.00
<i>Monthly</i>	\$ 871.00
<i>Annual</i>	\$ 2,438.00
Commercial Film/Photography Permits (on Non-Leased Property)	
<i>Feature/TV/Commercial/Movie Filming per day (1-20 Cast/Crew)</i>	\$ 15,000 day 1; \$10,000/next
<i>Feature/TV/Commercial/Movie Filming per day (21+ Cast/Crew)</i>	\$ 20,000 day 1; \$10,000/next
<i>Commercial Photography per day</i>	\$ 800.00

Summary of Rent & Fees

FY 2025-26

CHARGE	Rent or Fee
<i>Activity on Leasehold per day</i>	\$ 262.00
Special Use Permit Fee - Non-Commercial, Individual, and/or Community/Club Activity	
<i>Daily Fee</i>	\$ 436.00
<i>Additional Consecutive Days</i>	\$ 100.00
<i>Annual Fee</i>	\$ 2,438.00
Use Permit for Promotion of Aviation/Non-profit Community Activity	Fee Waiver Required
Special Uses Requiring Extra or Overtime Operations Personnel	Use Fee Plus Personnel Costs
Aircraft Repair Work Areas (Wash Racks)	
<i>Aircraft Owner Use (Non-Commercial) - Per 4 Hour period</i>	\$ 25.00
Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles	
<i>Taxi/Shuttle Permit Fee - Annual (Intra-County Services)</i>	\$ 1,527.00
<i>Taxi/Shuttle Permit Fee - Annual (Outside of County Services)</i>	\$ 2,438.00
<i>Taxi/Shuttle Permit Fee - Monthly (Director of Airports Approval Required)</i>	\$ 127.25
<i>Courtesy Vehicle Permit Fee - Annual</i>	\$ 184.00
<i>Off-Airport Rental Cars (Separate License Required)</i>	8.5% Attributable Gross
Restaurant	
<i>Restaurant - Major Operation - Base Rent</i>	As negotiated
<i>Restaurant - Major Operation - Percentage Rent</i>	As negotiated
<i>Restaurant - Minor Operation - Base Rent</i>	Minimum Base Rent
<i>Restaurant - Minor Operation - Percentage Rent</i>	6% of Gross
Disabled Aircraft Fees	
<i>Runway/Taxiway Closure Hourly Fee - First two hours free then:</i>	\$ 1,000.00
<i>Ramp or Tiedown Storage Daily Fee - First 90 days</i>	\$ 25.00
<i>Ramp or Tiedown Storage Daily Fee - After 90 days</i>	\$ 50.00
<i>Ramp or Tiedown Storage Monthly Fee - After 90 days</i>	\$ 1,500.00
<i>County-Owned Hangar Storage Daily Fee (if available)</i>	\$ 100 per day, max 90 days
MISCELLANEOUS CHARGES	
Electronic Payment Convenience Fee (per transaction)	
<i>Credit/Debit Cards on ePay</i>	2.75% / 1.75%
<i>Electronic Checks (eChecks)</i>	\$ 1.10

Summary of Rent & Fees

FY 2025-26

CHARGE	Rent or Fee
Document Processing Fee	
<i>Documents executed by Director of Airports</i>	\$ 50.00
<i>Documents executed by Board of Supervisors</i>	\$ 250.00
<i>Documents reviewed by County Counsel</i>	\$ 250.00
Transfer Fee for Long Term Lease, Private Hangar Sales	2%
Document Copying Fee - Per Page	\$ 0.040
Bad Check Charge	\$ 25.00
Security Gate Cards - New	\$ 20.00
Security Gate Cards - Lost Card Replacement	\$ 16.00
Airfield Infractions/Citations (1st/2nd/3rd violations)	\$ 100/200/500
Parking Citations	\$ 50.00
Late Fee (of Unpaid Balance imposed on 11th calendar day of month)	10%
Airport Sweeper Service Fee - Per Hour or Portion of Hour	\$ 118.00
Use of VC Advanced Air Mobility Test Range	\$1500/day, \$6k /week
Other Hourly Rates	
<i>Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator</i>	\$ 163.25
<i>Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist</i>	\$ 136.37
<i>Private Development Review / Permitting / CEQA Lead Agency - Deputy Director</i>	\$ 190.36
<i>Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation</i>	\$ 245.96
<i>Private Development Review / Permitting / CEQA Lead Agency - Lease Manager</i>	\$ 155.22
<i>Grant Billing - Federal Grants - Projects Administrator</i>	\$ 163.25
<i>Grant Billing - Federal Grants - Senior Accounting Tech</i>	\$ 99.83
<i>Grant Billing - Federal Grants - Office Assistant III</i>	\$ 80.63
<i>Maintenance Workers - Supervisor</i>	\$ 126.18
<i>Maintenance Workers - Lead</i>	\$ 100.36
<i>Maintenance Workers - Senior</i>	\$ 95.55
<i>Operations Workers - Supervisor</i>	\$ 120.67
<i>Operations Workers - Officer</i>	\$ 93.14
<i>Operations Workers - Senior Officer</i>	\$ 113.67

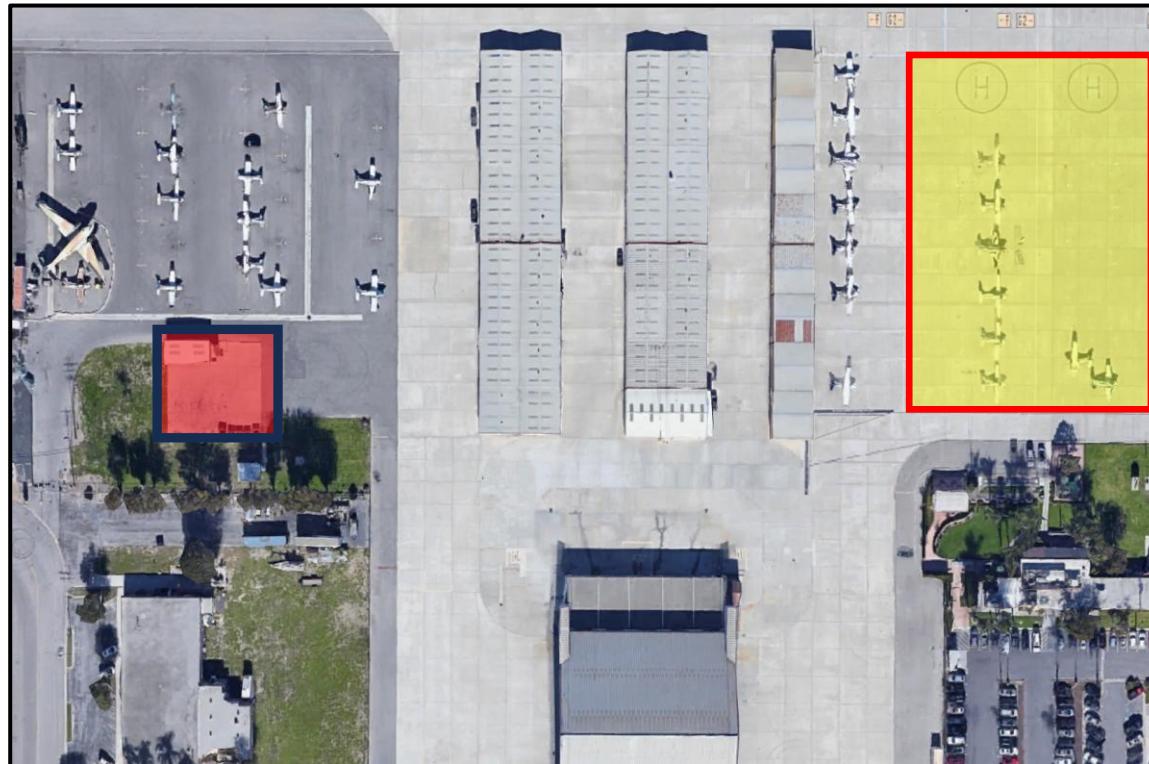
LEASE/LICENSE AGREEMENTS

Summary of Rent & Fees

FY 2025-26

CHARGE	Rent or Fee
Full Service Aeronautical Service Provider	As Negotiated

Camarillo Airport



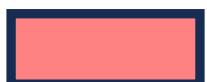
Oxnard Airport



Transient Parking



Terminal Apron



Designated Work Area
(Wash Rack)

**DEPARTMENT OF AIRPORTS
RENT AND FEE SCHEDULE
INDEX**

	<u>Page</u>
Summary Table of Fees	Follows 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 PROPERTY	18
XI. INSURANCE REQUIREMENTS	19
EXHIBIT "A" Insurance Requirements	19
EXHIBIT "B" Private Hangars-Ground Area	38
RESOLUTION OF THE BOARD OF SUPERVISORS	39

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 16th 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. Transient Tie-downs (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. Transient Ramp Area – Commercial Day-Use and Overflow Parking Fee.

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:

- a) 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. County Owned Hangars (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:

<u>Inventory installed prior to 2019:</u>	<u>Inventory installed in or after 2019:</u>
1. Port-A-Port (750,800,850,900 S.F.)	1. Tee Hangars (1,130 S.F.)
2. Fixed T (1,000 S.F.)	2. Tee Hangars (1,300 S.F.)
3. Port-A-Port (1,050 S.F.)	3. Tee Hangars (1,500 S.F.)
4. NUNNO (1,100 S.F.)	4. Tee Hangars (2,770 S.F.)
5. NUNNO (1,400 S.F.)	
6. Port-A-Port (2,000 S.F.)	

II. AIRCRAFT OPERATIONS

A. Landing Fees

- 1. 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.

NOTES: 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.

NOTES: 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.

NOTES: 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. 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. Term of Lease (Minimum Qualifications) Non-Aviation

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. Term of Lease (Minimum Qualifications) Aviation

1. Full Service ASP- CMA/OXR: 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. 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.

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. Leases up to Five Years Term may be negotiated and executed by the Director of Airports, or his/her designee.

V. AIRPORT LAND/GROUND AREAS

A. Rent (Non-Aviation and Aviation)

1. 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: 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.

Percentage Rent: 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: 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 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. **Term of Lease (Non-Aviation and Aviation)**

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. "Month-to-Month" Ground or Office Leases: Renewable until terminated (no options to extend).
3. Commercial leases in Airport Business Park. One (1) year or more.

C. Leases up to Five Years Term may be executed by the Director of Airports or his/her designee

VI. AUTO PARKING. 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. Permit Parking (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. 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 \$245; 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.
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. 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.

NOTES: 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 $\frac{1}{2}$ 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
2. 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. Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity

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. Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles/Ridesharing 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 \$1,527 per year; (at discretion of Director, may be payable \$127.25 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) \$184 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. Transfer Fee for Long Term Lease (Term exceeding 1 year)

2% of sales price, based on appraisal and/or purchase agreement.

C. Document Copying Fee

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 11th day of each month. Tiedowns/hangars refer to Section I.

I. Airport Sweeper Service Fee

\$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 \$163.25/hour
Projects Specialist \$136.37/hour
Deputy Director \$190.36/hour
Director of Airports \$245.96/hour
Lease Manager \$155.22/hour

Grant Billing – Federal Grants

Projects Administrator \$163.25/hour
Senior Accounting Tech \$99.83/hour
Office Assistant III \$80.63/hour

Maintenance Workers

Maintenance Supervisor \$126.18/hour
Senior Maintenance Worker \$95.55/hour
Lead Maintenance Worker \$100.36/hour

Operations Workers

Operations Supervisor \$120.67/hour
Senior Operations Officer \$113.67/hour
Operations Officer \$93.14 /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.

IX. LEASE/LICENSE AGREEMENTS

A. Types of Tenancy/Use

1. Full-Service Aeronautical Service Provider (ASP): An operator that provides a full range of aviation services as identified in the lease agreement.
2. Limited Service Aeronautical Service Provider (ASP): Specialized aircraft business and services, excluding fueling services, as identified in the lease agreement.
3. Specialty Aviation Operations: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit flying clubs and flight schools.
4. Industrial or Non-Aviation Business: Business of a type whose operations are not dependent on runway access or airport orientation.
5. Land Leases: 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. 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.

3. 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)

1. 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:

- 1) 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.)
2. 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. INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES

See Exhibit "A" attached.

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR AIRPORTS LESSEES, LICENSEES 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. Aeronautical Service Providers: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.

1. General Liability: "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. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$5,000,000 each occurrence.
3. Hangar Keepers Liability: \$1,000,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Commercial Auto Policy: 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. Fuel Truck: \$2,000,000 per vehicle.
6. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
 - 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.

NOTES: 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. General Liability: "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. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$50,000,000.
- 3. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable).
- 4. Workers' Compensation (WC) 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.

- 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.

C. Specialty Aviation Operations: Includes air taxi/charter (Part 135), aircraft leasing, and any aircraft operating under a Special Airworthiness Certificate.

1. 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.
2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.
4. 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. Commercial Auto Policy: Including all owned autos, non-owned autos,

scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable).

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

- 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.

NOTES:

- 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.

D. Flying Clubs: (As defined in the Minimum Aeronautical Standards)

- 1. 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.

2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.
3. Hangar Keepers Liability: (if applicable) \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
 - 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. General Liability: "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. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,00,000 for each occurrence (if applicable).
3. Workers' Compensation Coverage: In full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
 - 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.

NOTES: 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. LESSEES AND LICENSEES (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 \$250,000

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, \$250,000 each person, \$250,000 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. Commercial Activity Permit - Non-Aircraft:

- 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. Workers' Compensation 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.
 - 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.

NOTES: 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. Commercial Activities Permit – Aircraft, Aircraft Sales/Charter booking/brokerage:

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. 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.
3. Owned and Non-owned Auto Liability: Limits of \$1,000,000 for each occurrence (if applicable).
4. Workers' Compensation 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.
 - 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. Commercial Activities Permit – Aircraft Mobile Mechanics:

1. 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.
2. Products Liability and Completed Operations Coverage: Combined single limit liability coverage \$1,000,000 each occurrence.
3. Hangar Keepers Legal Liability, ground coverage, including taxi 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.

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 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

NOTES: 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:**

1. **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. .
3. **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.

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 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

NOTES: 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. Movie and Commercial Filming:
 - 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. Commercial Auto Policy: 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. Workers' Compensation 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.
 - 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. Commercial Auto Policy: 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.

- 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. Workers' Compensation 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.

- 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:

4. Certificates of Insurance for all required coverage.

5. Additional Insured endorsements.
6. 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. Commercial Auto Policy: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (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/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 or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.
- d. Workers' Compensation 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.
 - 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. Permitted Aeronautical Events: (Air shows, fly-ins, air meets, contests or exhibitions).

- 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 each occurrence.
- b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (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/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. Workers' Compensation 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. 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. CONTRACTORS

A. Airport Contractors:

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.
2. 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. Workers' Compensation Coverage: In full compliance with California statutory requirements, for all employees of Contractor 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.

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:

<u>BRAND NAME/TYPE</u>	<u>SQUARE FOOTAGE</u>
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 non-airworthy 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. DEFINITIONS.

1. LEASE OR SUBLEASE. 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. LICENSE. 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.
3. 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. SPECIAL USE/ACTIVITY PERMIT. 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. **EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE.**

- a) An Extension is a continuation of an existing Board-approved agreement without change or limited to changes authorized by this Authority.
- b) An Amendment 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 Consent 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. **SECURITY DEPOSIT.** 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:

License and GA Hangar Agreement - The deposit shall be equal to one (1) month's rental rate.

Commercial Lease Agreement - 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. NEGOTIATIONS, PREPARATIONS, AND LEGAL APPROVAL. 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. TERMINATION DUE TO "REPEATED" VIOLATIONS. 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. BACKGROUND DETERMINATION AND GUIDELINES. 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. CONTROVERSIAL OR POLICY SETTING AGREEMENTS. 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



**Camarillo Airport Authority and
Oxnard Airport Authority
Meeting Agenda
for
March 13, 2025**

Revised Exhibit 2

**Provided to the Camarillo Airport
and Oxnard Airport Authorities
and added to the official record on
March 13, 2025**

RENT AND FEE SCHEDULE
DEPARTMENT OF AIRPORTS

Rents and Fees Common to
Camarillo and Oxnard Airports

| **Effective July 1, 20254**

Summary of Rent & Fees

CHARGE	FY 2024-25	FY 2025-26
	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

RENT FEE SCHEDULE
Department of Airports
Fiscal Year 2025-2026

Summary of Rent & Fees

CHARGE	FY 2024-25	FY 2025-26
	Rent or Fee	Changes
GOVERNMENT AIRCRAFT - WITHOUT CHARGE*		
AIRPORT BUILDINGS/IMPROVEMENTS (County-Owned)		
<i>Rent (Non-Aviation) - Per SF, Per Month</i>		
<i>Storage Lots/Units (including storage units on ends of hangar buildings)</i>	Established by Appraisal	
	Market Rate per Appraisal	
<i>Rent (Aviation) - Per SF, Per Month</i>		
<i>Hangar</i>	\$ 0.40	
<i>Shop</i>	\$ 0.40	
<i>Office</i>	\$ 0.50	
<i>Ramp</i>	\$ 0.0886	
Term of Lease (Non-Aviation) - Improvements Per Acre, Per Year	\$ 20,000.00	
Term of Lease (Aviation) - Improvements Per Acre, Per Year		
<i>Full Service ASP</i>	\$ 20,000.00	
<i>Limited Service ASP</i>	\$ 20,000.00	
<i>Single Service ASP</i>	\$ 20,000.00	
AIRPORT LAND/GROUND AREAS		
Ground Rent (Aviation & Non-Aviation) - Per SF, Per Year		
<i>Ground Leases (Non-Aviation)</i>	\$ 1.50	
<i>Ground Leases (Aviation)</i>	\$ 0.975	
<i>Percentage Rent</i>	As negotiated	
Term of Lease (Aviation and Non-Aviation) - Improvements Per Acre, Per Year	\$ 20,000.00	
Month to Month Ground Lease	Minimum Rent	

Summary of Rent & Fees

CHARGE	FY 2024-25	FY 2025-26
	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		
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	\$ 245.00
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	
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	
Activity on Leasehold per day	\$ 262.00	
Special Use Permit Fee - Non-Commercial, Individual, and/or Community/Club Activity		
Daily Fee	\$ 436.00	
Additional Consecutive Days	\$ 100.00	
Annual Fee	\$ 2,438.00	

Summary of Rent & Fees

CHARGE	FY 2024-25	FY 2025-26	
		Rent or Fee	Changes
Use Permit for Promotion of Aviation/Non-profit Community Activity	Fee Waiver Required		
Special Uses Requiring Extra or Overtime Operations Personnel	Use Fee Plus Personnel Costs		
Aircraft Repair Work Areas (Wash Racks)			
Aircraft Owner Use (Non-Commercial) - Per Hour	\$ 25.00		
Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles			
Taxi/Shuttle Permit Fee - Annual (Intra-County Services)	\$ 1,527.00		
Taxi/Shuttle Permit Fee - Annual (Outside of County Services)	\$ 2,438.00		
Taxi/Shuttle Permit Fee - Monthly (Director of Airports Approval Required)	\$ 127.25		
Courtesy Vehicle Permit Fee - Annual	\$ 184.00		
Off-Airport Rental Cars (Separate License Required)	8.5% Attributable Gross		
Restaurant			
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		
Disabled 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		
MISCELLANEOUS CHARGES			
Electronic Payment Convenience Fee (per transaction, except in FY 2024-25)			
Credit/Debit Cards on ePay	Waived in FY 2024-25		
Electronic Checks (eChecks)	2.15%		
Document Processing Fee			
Documents executed by Director of Airports	\$ 1.50	2.75% / 1.75%	
Documents executed by Board of Supervisors			
Documents reviewed by County Counsel			
Transfer Fee for Long Term Lease, Private Hangar Sales (except private hangars in FY 2024-25)			
Document Copying Fee - Per Page			
Bad Check Charge			
Security Gate Cards - New			
Security Gate Cards - Lost Card Replacement			
Parking Citations			
Airfield Infractions/Citations (1st/2nd/3rd violations)			
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	\$ 250.00	\$1500 per day \$6k/week	
Other Hourly Rates			
Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator	\$ 169.27	\$ 163.25	
Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist	\$ 118.57	\$ 136.37	
Private Development Review / Permitting / CEQA Lead Agency - Deputy Director	\$ 202.97	\$ 190.36	
Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation	\$ 254.47	\$ 245.96	
Private Development Review / Permitting / CEQA Lead Agency - Lease Manager	\$ 151.70	\$ 155.22	
Grant Billing - Federal Grants - Projects Administrator	\$ 169.27	\$ 163.25	
Grant Billing - Federal Grants - Senior Accounting Tech	\$ 101.61	\$ 99.83	
Grant Billing - Federal Grants - Office Assistant III	\$ 86.45	\$ 80.63	
Maintenance Workers - Supervisor	\$ 127.04	\$ 126.18	
Maintenance Workers - Lead	\$ 107.46	\$ 100.36	

Summary of Rent & Fees

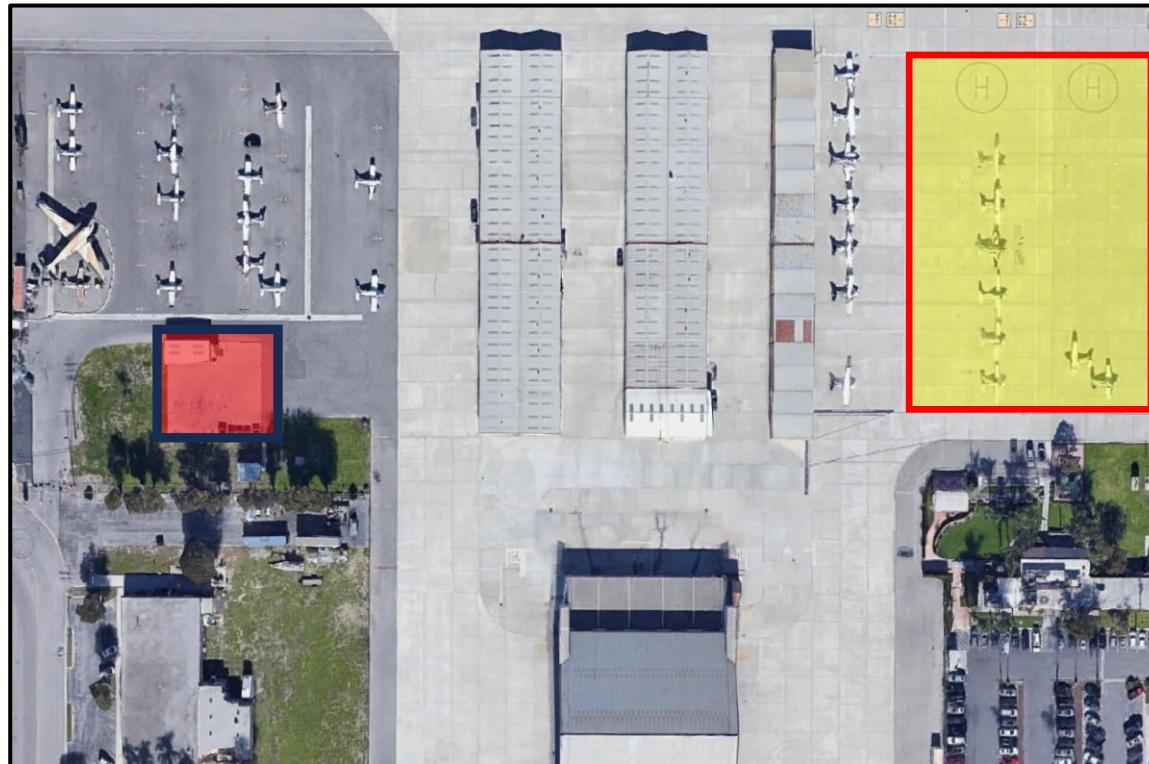
CHARGE	FY 2024-25	FY 2025-26
<i>Maintenance Workers - Senior</i>	\$ 93.38	\$ 95.55
<i>Operations Workers - Supervisor</i>	\$ 122.36	\$ 120.67
<i>Operations Workers - Officer</i>	\$ 106.86	\$ 93.14
<i>Operations Workers - Senior Officer</i>		\$ 113.67

LEASE/LICENSE AGREEMENTS

Full Service Aeronautical Service Provider

As Negotiated

Camarillo Airport



Oxnard Airport



Transient Parking



Designated Work Area
(Wash Rack)



Terminal Apron

**DEPARTMENT OF AIRPORTS
RENT AND FEE SCHEDULE
INDEX**

	<u>Page</u>
Summary Table of Fees	Follows 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	13
IX. LEASE/LICENSE AGREEMENTS	16
X. ACCESS TO AIRPORT FROM ADJACENT PRIVATE PROPERTY	18
XI. INSURANCE REQUIREMENTS	18
EXHIBIT "A" Insurance Requirements	19
EXHIBIT "B" Private Hangars-Ground Area	30
RESOLUTION OF THE BOARD OF SUPERVISORS	31

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 16th 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. Transient Tie-downs (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. Transient Ramp Area – Commercial Day-Use and Overflow Parking Fee.

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:

- a) 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. County Owned Hangars (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:

<u>Inventory installed prior to 2019:</u>	<u>Inventory installed in or after 2019:</u>
1. Port-A-Port (750,800,850,900 S.F.)	1. Tee Hangars (1,130 S.F.)
2. Fixed T (1,000 S.F.)	2. Tee Hangars (1,300 S.F.)
3. Port-A-Port (1,050 S.F.)	3. Tee Hangars (1,500 S.F.)
4. NUNNO (1,100 S.F.)	4. Tee Hangars (2,770 S.F.)
5. NUNNO (1,400 S.F.)	
6. Port-A-Port (2,000 S.F.)	

II. AIRCRAFT OPERATIONS

A. Landing Fees

- 1. 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 202~~54~~-⁶⁵ 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. Term of Lease (Minimum Qualifications) Non-Aviation

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. Term of Lease (Minimum Qualifications) Aviation

1. Full Service ASP- CMA/OXR: 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~~two~~ 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~~two~~ 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 three~~one~~ 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. Leases up to Five Years Term may be negotiated and executed by the Director of Airports, or his/her designee.

V. AIRPORT LAND/GROUND AREAS

A. Rent (Non-Aviation and Aviation)

1. 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: 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.

Percentage Rent: 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: 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 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. Term of Lease (Non-Aviation and Aviation)

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. "Month to Month" Ground or Office Leases: Renewable until terminated (no options to extend).

3. 3. Commercial leases in Airport Business Park.
One (1) year or more.

C. Leases up to Five Years Term may be executed by the Director of Airports or his/her designee

VI. AUTO PARKING. 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. Permit Parking (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. 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.

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 \$245199; 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.
- 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. 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
- 2. 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. Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity

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. Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles/Ridesharing 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 \$1,527 per year; (at discretion of Director, may be payable \$127.25 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) \$184 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. 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. Document Copying Fee

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 11th day of each month. Tiedowns/hangars refer to Section I.

I. Airport Sweeper Service Fee

\$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 \$16163.259.27/hour
Projects Specialist \$136.37118.57/hour
Deputy Director \$190.36202.97/hour
Director of Airports \$245.96254.47/hour
Lease Manager \$155.22151.70/hour

Grant Billing – Federal Grants

Projects Administrator \$163.25169.27/hour

Senior Accounting Tech \$99.83101.61/hour
Office Assistant III \$80.6386.45/hour

Maintenance Workers

Maintenance Supervisor \$126.18127.04/hour
Senior Maintenance Worker \$95.5593.38/hour
Lead Maintenance Worker \$100.36107.46/hour

Operations Workers

Operations Supervisor \$120.67122.36/hour
Senior Operations Officer \$113.67106.86/hour
Operations Officer \$93.14 /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: 2.745% of transaction amount (Minimum Fee \$1.00)

Debit Cards: 1.75% of transaction amount (Minimum Fee \$1.00)

Electronic Checks (eChecks): \$1.150 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. LEASE/LICENSE AGREEMENTS

A. Types of Tenancy/Use

1. Full-Service Aeronautical Service Provider (ASP): An operator that provides a full range of aviation services as identified in the lease agreement.
2. Limited Service Aeronautical Service Provider (ASP): Specialized aircraft business and services, excluding fueling services, as identified in the lease agreement.

3. Specialty Aviation Operations: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit flying clubs and flight schools.
4. Industrial or Non-Aviation Business: Business of a type whose operations are not dependent on runway access or airport orientation.
5. Land Leases: 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. 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.

3. 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)

1. 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:

- 1) 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.)
- 2. 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. INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES

See Exhibit "A" attached.

EXHIBIT "A"

**INSURANCE REQUIREMENTS FOR AIRPORTS
LESSEES, LICENSEES 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. Aeronautical Service Providers: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.

1. Commercial General Liability: "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. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$52,000,000 each occurrence.

3. Hangar Keepers Liability: \$1,000,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,050,000 for each occurrence. Exception: fuel trucks (see below).
5. Fuel Truck: \$24,000,000 per vehicle.
6. Workers' Compensation (WC) 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 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. Air Carriers:

1. Commercial General Liability: "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. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$50,000,000.
3. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable).
4. Workers' Compensation (WC) 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.
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. Specialty Aviation Operations: 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. Aircraft and Airport Operations, including passengers, products and completed operations: 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. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,050,000 for each occurrence (if applicable).
5. Workers' Compensation (WC) 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. Flying Clubs: (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. Aircraft and Airport Operations, including passengers, products and completed operations: 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. Hangar Keepers Liability: (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. Industrial and Non-Aviation Business:

1. Commercial General Liability: "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. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of ~~\$1,500,000~~ for each occurrence (if applicable).
3. Workers' Compensation (WC) 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.
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 Lessee's 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 Lessee's 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. LESSEES AND LICENSEES (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 \$250,000 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, \$25100,000 each person, \$250100,000 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. PERMITTEES

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 \$1,050,000 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. Commercial Activities Permit — Aircraft, Aircraft Sales/Charter booking/brokerage:

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 each occurrence and \$2,000,000 aggregate including personal injury, broad form property damage, products/completed operations.
2. 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.
3. Owned and Non-owned Auto Liability: Limits of \$1,0500,000 for each occurrence (if applicable).
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.
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. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limits for bodily injury and property damage each occurrence and of \$1,000,000 each aggregate, including personal injury, broad form property damage, products/completed operations occurrence.
2. Products Liability and Completed Operations Coverage: Combined single limit liability coverage \$1,050,000 each occurrence.
3. Hangar Keepers Legal Liability, ground coverage, including taxi 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 \$1,050,000 for each

occurrence.

5. 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.

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:

1. 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. .
2. 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.
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. Special Use Permits:

1. Movie and Commercial Filming:

- 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. Commercial Auto Policy: 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. 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.

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. Commercial Photography:

- a. 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 to \$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Commercial Auto Policy: 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.
- 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. 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.
- 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. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$24,000,000 to \$52,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Commercial Auto Policy: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,050,000 for each occurrence (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/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 or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.

- d. Workers' Compensation (WC) 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~~
 - 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. Permitted Aeronautical Events: (Air shows, fly-ins, air meets, contests or exhibitions).

a. 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.

b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (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/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. Workers' Compensation (WC) 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. CONTRACTORS

A. Airport Contractors:

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. 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. Workers' Compensation (WC) coverage, 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.

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:

<u>BRAND NAME/TYPE</u>	<u>SQUARE FOOTAGE</u>
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 total 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 analysis~~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 ~~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 non-airworthy 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. DEFINITIONS.

1. LEASE OR SUBLEASE: 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. LICENSE: 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.
3. 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. SPECIAL USE/ACTIVITY PERMIT: 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. **EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE**.
 - a) An Extension is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
 - b) An Amendment 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 Consent 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. **SECURITY DEPOSIT**. 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:

License and GA Hangar Agreement - The deposit shall be equal to one (1) month's rental rate.

Commercial Lease Agreement - 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. NEGOTIATIONS, PREPARATIONS, AND LEGAL APPROVAL. 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. TERMINATION DUE TO "REPEATED" VIOLATIONS. 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. BACKGROUND DETERMINATION AND GUIDELINES. 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. CONTROVERSIAL OR POLICY SETTING AGREEMENTS. 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, 20254.

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



March 12, 2025

Aviation Advisory Commission
Oxnard Airport Authority

Subject: 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.

Fiscal/Mandates Impact:

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

Discussion:

Following our November 2024 report on the proposed skydiving operations at Oxnard Airport (OXR), the Department of Airports has completed the planned test period for Skydive Coastal. This report provides a summary of the test operations, challenges encountered, solutions implemented, and status.

Test Period Implementation

The test operations commenced on February 18, 2025, with Skydive Coastal, an experienced operator with over 16 years at Camarillo Airport. The testing focused on operational safety, air traffic coordination, and community impact assessment.

Initial Challenges and Solutions

During the first two days of testing, we encountered unanticipated noise concerns from community members. The initial landing zone in the northwest corner of the airport prompted the Air Traffic Control Tower (ATCT) to implement left-hand (Southern) traffic patterns, but only during the actual jump operations, which occurred just a few times per

day. However, even this change in traffic pattern increased flights over residential neighborhoods during those specific periods.

Working collaboratively with ATCT and Skydive Coastal, we quickly addressed these concerns by:

- Restoring the right-hand (Northern) traffic pattern by day two of operations, which resulted in noise complaints stopping immediately.
- Identifying a new landing zone in the southwest corner of the airport, which allowed the right-hand traffic pattern to remain undisturbed during all operations.
- Implementing revised coordination procedures between ATCT and skydiving operations, ensuring consistent communication and smoother integration with existing airport activities.

Safety Validation

As part of our comprehensive evaluation process, a representative from the FAA Flight Safety District Office (FSDO) conducted an on-site assessment, observing multiple skydiving operations. Following their professional evaluation, the operations were determined to meet all safety standards and protocols required for this aeronautical activity at OXR.

Current Status

- Operations have been independently verified as safe by the Federal Aviation Administration.
- The new landing zone in the Southwest corner has been completed, and skydiving operations have resumed at that location.
- The right-hand, or Northern traffic pattern maintains our commitment to *Fly Friendly-VC* protocols.

Ongoing Monitoring and Oversight

While the initial test period has successfully concluded, the Department of Airports views safety validation as a continuous process. We will conduct periodic operational assessments as a method to monitor protocol and evaluate these operations on an ongoing basis. This adaptive approach allows us to promptly identify any emerging concerns and implement appropriate adjustments if necessary.

Path Forward

The Department of Airports will maintain vigilant oversight of the skydiving operations to ensure they remain safe and compatible with our noise mitigation efforts. We are committed to maintaining open communication with all stakeholders as this new aeronautical activity fully integrates into regular operations at Oxnard Airport.

If you have any questions regarding this item, please call me at (805) 388-4290.



CASEY PULLMAN, C.M.
Deputy Director of Airports



COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending December 31, 2024

Hangars and Tie-downs:

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

Airport Operations:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	13,014	8,697	Current Month	0	0
Last year for the month	13,191	6,308	Current year to date	35	8
			CMA: None		
% Change	-1%	38%	OXR: None		
Current year to date	168,613	84,023			
Last year to date	158,132	70,512			
% Change	7%	19%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	7
Cards issued to transient overnight aircraft	9	0
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	26	2

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



COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending January 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	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
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:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	11,990	8,549	Current Month	2	1
Last year for the month	14,465	7,048	Current year to date	2	1
% Change	-17%	21%	CMA: 1/23 - Tire Debris rwy 8, 1/24 - Flat tire		
Current year to date	11,990	8,549	OXR: 1/9 - Flat tire		
Last year to date	14,465	7,048			
% Change	-17%	21%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	6
Cards issued to transient overnight aircraft	39	9
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	28	3

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



Camarillo Noise Comment Report
December 2024

Comments by Location	Number of Comments	Total Number of Households
East Neighborhoods	0	0
Midtown/Old Town	132	1
North Neighborhoods	1	1
Unspecified/Other	0	Unknown

Type of Operation	
Takeoff/Departure	0
Landing/Arrival	132
Traffic Pattern	1
Unspecified	0

Total Comments = 133

Time of Day	
12 a.m. – 5 a.m.	2
5 a.m. – 8 a.m.	0
8 a.m. – 6 p.m.	97
6 p.m. – 12 a.m.	34

Comment Breakdown:

Household #1:

132 (99%)

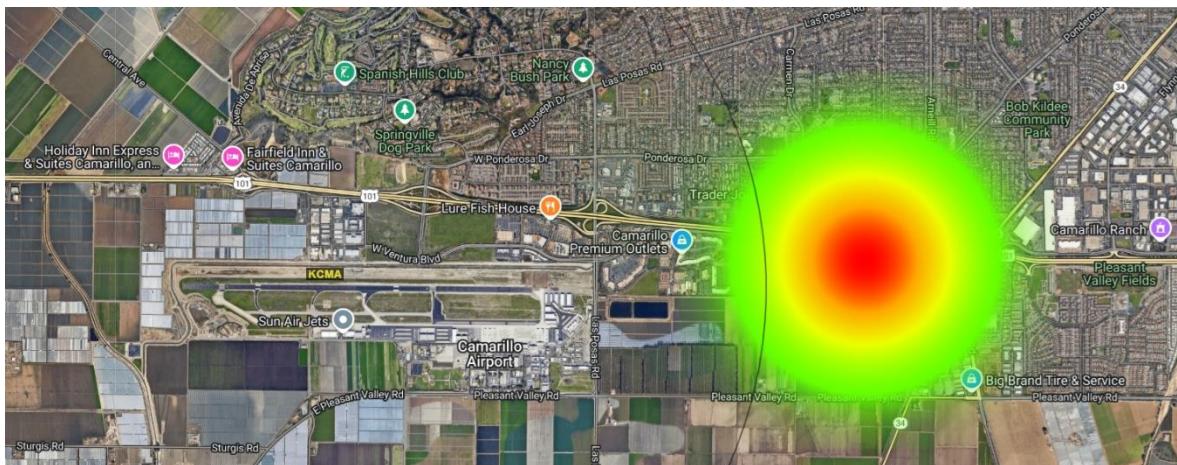
Household #2:

1 (1%)

Household #3:

N/A

Type of Aircraft	
Single Engine Piston	0
Multi-Engine Piston	0
Turboprop	0
Turbo Jet	119
Helicopter	0
Unspecified	14





Oxnard Noise Comment Report
December 2024

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5 th (Channel Islands, Oxnard Shores, Seabridge, etc.)	42	4
South Neighborhoods (Via Marina, etc.)	14	1
East Neighborhoods	1	1
North Neighborhoods	2	1
Other/Unspecified	2	Unknown

Type of Operation	
Takeoff/Departure	0
Landing/Arrival	0
Traffic Pattern	29
Unspecified	32

Time of Day	
12 a.m. – 5 a.m.	0
5 a.m. – 8 a.m.	1
8 a.m. – 6 p.m.	52
6 p.m. – 12 a.m.	8

Type of Aircraft	
Single Engine Piston	1
Multi-Engine Piston	9
Turboprop	0
Turbo Jet	0
Helicopter	2
Unspecified	49

Total Comments = 61

Comment Breakdown:

Household #1:

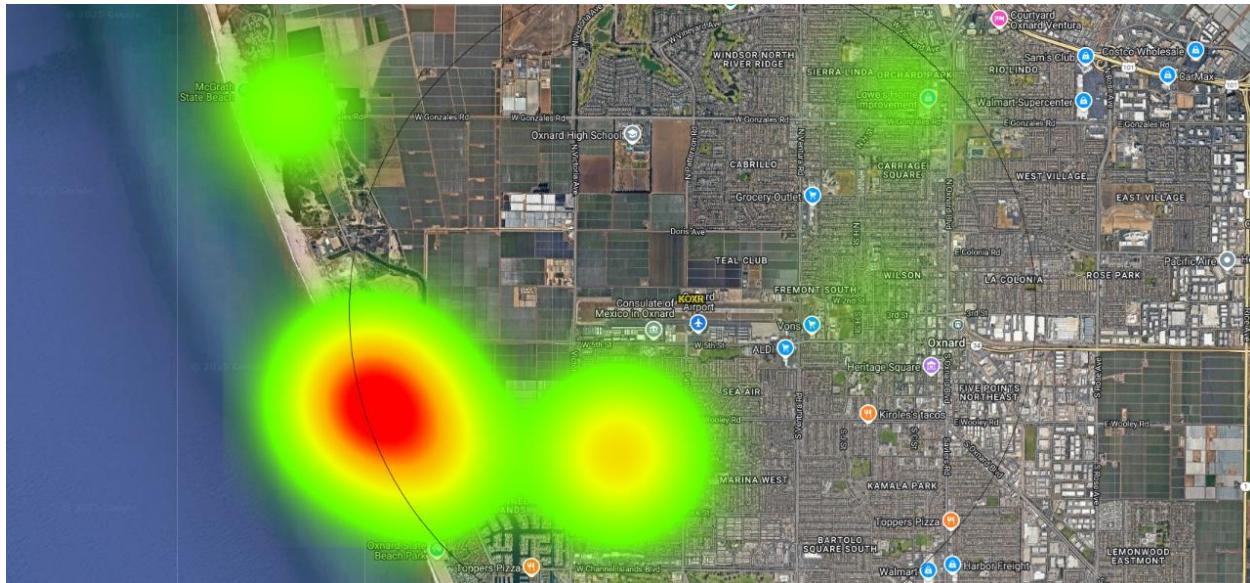
27 (44%)

Household #2:

14 (23%)

Household #3:

11 (18%)





Camarillo Noise Comment Report January 2025

Comments by Location	Number of Comments	Total Number of Households
East Neighborhoods	0	0
Midtown/Old Town	14	2
North Neighborhoods	0	0
Unspecified/Other	2	Unknown

Type of Operation	
Takeoff/Departure	0
Landing/Arrival	11
Traffic Pattern	0
Unspecified	3

Total Comments = 14

Time of Day	
12 a.m. – 5 a.m.	0
5 a.m. – 8 a.m.	0
8 a.m. – 6 p.m.	10
6 p.m. – 12 a.m.	4

Comment Breakdown:

Household #1:

11 (86%)

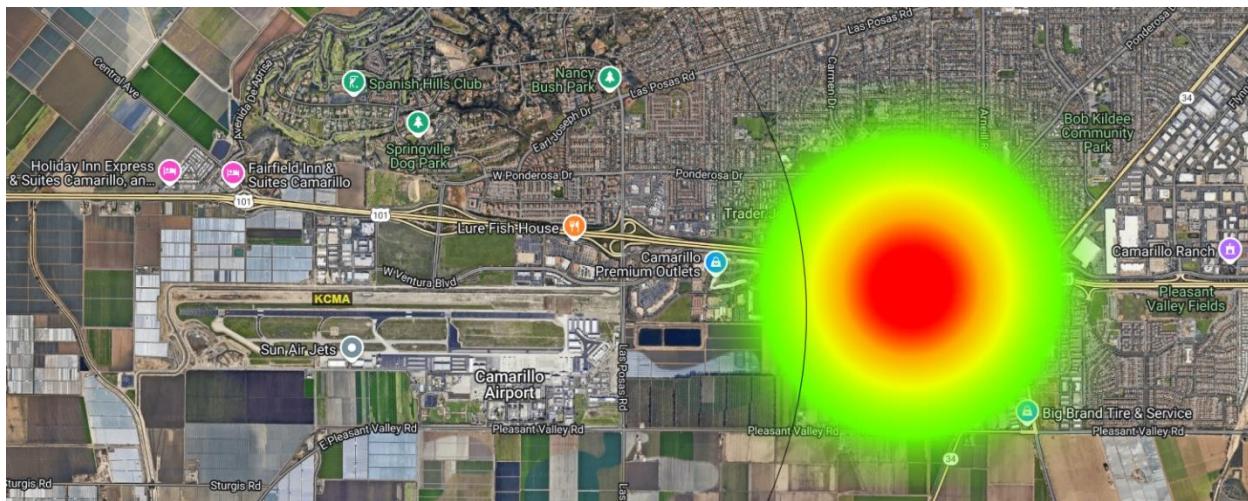
Household #2:

1 (7%)

Household #3:

N/A

Type of Aircraft	
Single Engine Piston	0
Multi-Engine Piston	0
Turboprop	0
Turbo Jet	14
Helicopter	0
Unspecified	0





Oxnard Noise Comment Report
January 2025

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5 th (Channel Islands, Oxnard Shores, Seabridge, etc.)	44	8
South Neighborhoods (Via Marina, etc.)	6	1
East Neighborhoods	0	0
North Neighborhoods	1	1
Other/Unspecified	0	Unknown

Type of Operation	Total Comments = 51
Takeoff/Departure	0
Landing/Arrival	0
Traffic Pattern	19
Unspecified	32

Time of Day	
12 a.m. – 5 a.m.	0
5 a.m. – 8 a.m.	3
8 a.m. – 6 p.m.	42
6 p.m. – 12 a.m.	6

Type of Aircraft	
Single Engine Piston	1
Multi-Engine Piston	4
Turboprop	0
Turbo Jet	0
Helicopter	2
Unspecified	42

Comment Breakdown:

Household #1:

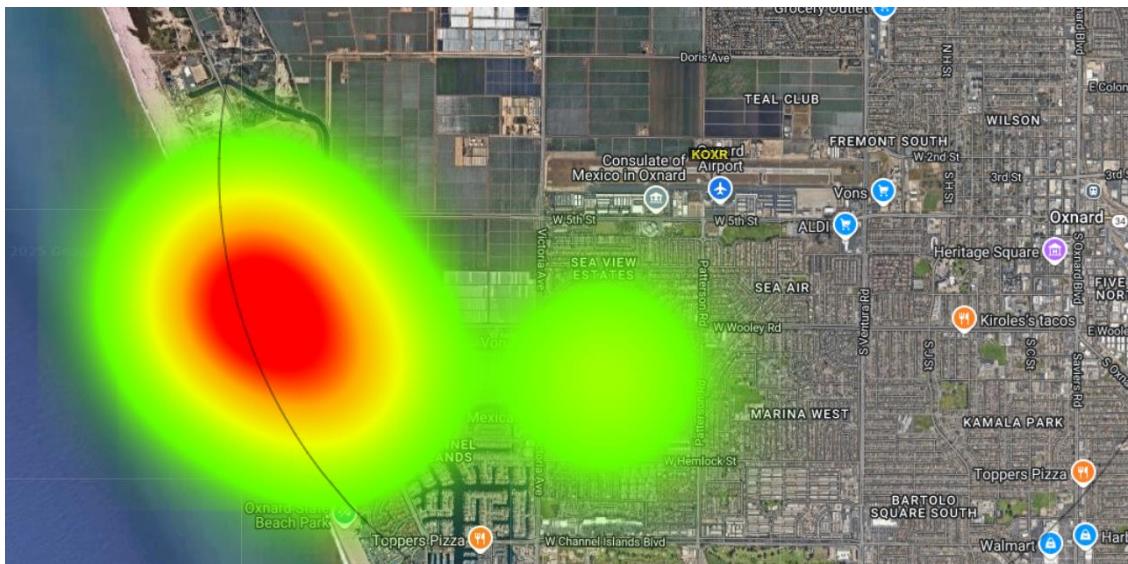
19 (37%)

Household #2:

14 (27%)

Household #3:

6 (12%)





DECEMBER 2024

CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT

Status Update: No change from November 2024.

- The revised draft ALP Drawing Set was coordinated with the FAA Los Angeles ADO on September 13, 2024.
- The FAA Los Angeles ADO indicated that the draft ALP Drawing Set was being coordinated with FAA Lines of Business review starting on September 18, 2024.
- Received NRA Airspace for the ALP – No Objection: November 12, 2024.

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 December 2024.

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 April 7, 2025.

Project Percent Complete: The project is 70.1% complete through December 2024.

CAMARILLO AIRPORT – APPROACH ANALYSIS

Status Update:

- Internal discussion held on December 6, 2024.
- LEAN has prepared several draft approach alternatives.
- Invitations to advisory group sent by Ventura County staff.

Upcoming Action Items:

- LEAN to present to Advisory Boards on January 8 and 9, 2025.

Project Percent Complete: The project is 7.3% complete through December 2024.

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 April 8, 2025.

Project Percent Complete: The project is 69.2% complete through December 2024.

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

Status Update:

- Assisted airport staff in analyzing the Oxnard Airport Campus Park Easement. Prepared height analysis exhibits to airport staff on December 5, 2024.

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: 4.5% of the not-to-exceed amount of \$200,000 has been completed through December 2024.



JANUARY 2025

CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT

Status Update: No change from December 2024.

- The revised draft ALP Drawing Set was coordinated with the FAA Los Angeles ADO on September 13, 2024.
- The FAA Los Angeles ADO indicated that the draft ALP Drawing Set was being coordinated with FAA Lines of Business review starting on September 18, 2024.
- Received NRA Airspace for the ALP – No Objection: November 12, 2024.

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 January 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 70.3% complete through January 2025.

CAMARILLO AIRPORT – APPROACH ANALYSIS

Status Update:

- LEAN has prepared several draft approach alternatives.
- LEAN presented a status update to the Ventura County Airport Advisory Boards on January 8 and 9, 2025.
- In late January 2025, Coffman Associates was notified by LEAN that the project manager for the approach analysis project resigned (last day is February 14, 2025).

Upcoming Action Items:

- Coffman and LEAN to participate in a meeting with the selection committee on March 4, 2025.

Project Percent Complete: The project is 10.0% complete through January 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 69.4% complete through January 2025.

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

Status Update:

- Prepared RPZ Memo that evaluated revenue generating opportunities in a portion of the runway protection zone (RPZ) at Oxnard Airport. The Memo was submitted to airport staff on January 22, 2025.
- Research was conducted on previous CEQA approvals in relation to the proposed east end hangars being developed at Camarillo Airport

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: 5.2% of the not-to-exceed amount of \$200,000 has been completed through January 2025.

January 15, 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 – December 2024

Dear Mrs. Powers,

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

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

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- **Upcoming:**
 - County to provide comments on the Conceptual Design package.

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

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- On December 13, 2024, Earth Systems Pacific completed the geotechnical investigation.
- On December 16, 2024, Woolpert Survey provided the design team the survey of the project area.
- **Upcoming:**
 - Continued coordination on this project with the County as needed.
 - County to issue contract amendment for Federal Provisions.
 - County to setup project in the ADIP/AGIS portal.

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

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- **Upcoming:**
 - Woolpert will continue project coordination with the County and Granite.
 - County to review the draft Final Adjustment of Quantities, Contractor Pay Application No. 2, and Contractor Pay Application No. 3.

Airport Pavement Management System (APMS) Update

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- On December 10, 2024, the County obtained board approval for the scope of work and fees.
- **Upcoming:**
 - County to provide the contract to Woolpert for this project.
 - Woolpert will coordinate with subconsultants to assist with the completion of this project.

Airport Capital Improvement Plan (ACIP) Update

- On December 5, 2024, the County provided Woolpert with changes to the ACIP.
- **Upcoming:**
 - Woolpert to provide the County with an updated ACIP.

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 –
Woolpert, Inc.
File

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

February 11, 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 – January 2025

Dear Mrs. Powers,

Below is a summary of the tasks completed by Woolpert during the month of January 2025 for the Camarillo Airport:

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

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meeting on January 9, 2025, and January 23, 2025.
- **Upcoming:**
 - County to provide comments on the Conceptual Design package.

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

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meeting January 9, 2025, and January 23, 2025.
- On January 3, 2025, Woolpert requested the County set up the project in the ADIP/AGIS portal and it was completed on January 6, 2025.
- **Upcoming:**
 - Continued coordination on this project with the County as needed.
 - Woolpert has started initial design tasks.

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

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meetings on January 9, 2025, and January 23, 2025.
- On January 27, 2025, Contractor Pay Application No. 2 (semi-final) was signed and distributed.
- On January 15, 2025, the County and Woolpert coordinated on Release on Contract (ROC) and it was provided to Granite. The ROC was submitted to the County and the Notice of Completion (NOC) was recorded on February 4, 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 close to the end of the 35-day NOC process.

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

Airport Pavement Management System (APMS) Update

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meetings on January 9, 2025, and January 23, 2025.
- On January 23, 2025, the County issued the signed contract and notice to proceed to Woolpert.
- **Upcoming:**
 - 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

- On January 30, 2025, Woolpert provided the updated ACIPs and exhibits for CMA and OXR to the County.
- **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. Cheyenne Yancey –
Woolpert, Inc.
File

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

January 15, 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 – December 2024

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of December 2024, by Woolpert and our subconsultants for the Oxnard Airport:

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

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meetings on December 5, 2024, and December 19, 2024.
- **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

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- **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))

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- Throughout the month of December, Woolpert coordinated with Security Paving and the County on the soil stockpile disposal location, cost estimate, and schedule. Stockpile disposal was completed December 17, 2024. Woolpert requested truck load weight documentation from Security Paving.
- Final pavement marking application was substantially completed December 16-19, 2024. Security Paving will need a one night to complete the black border for the ILS markings. Woolpert has requested a date from Security Paving for this work.
- On December 3, 2024, Taxiway Light A-4 was replaced with a spare. The fixture was damaged and cannot be replaced under warranty. The damaged fixture was provided to the County.
- Woolpert is coordinating with Security Paving and Royal Electric to get a replacement for the spare fixture used to fix Taxiway Light A5-4.

- **Upcoming:**

- Woolpert will continue project coordination with the County and Security Paving.
- County to provide Woolpert with guidance on the format of the electrical layout exhibit.
- Final pavement marking application for the ILS hold line to be scheduled.
- Woolpert to prepare an updated Airfield Signage and Marking plan.
- Woolpert is coordinating the installation of the REIL fixtures with Security Paving and Royal Electric.

AIP Project No. 03-06-0179-046-2023 – Reconstruction of Terminal and ARFF Apron (Design)

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- **Upcoming:**
 - This project is on-hold as the County moved it to a 2027 project on the ACIP.

Air Traffic Control Tower (ATCT) Improvements

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- **Upcoming:**
 - County to review Woolpert's Scope of Work for Design and Bidding services.

Airport Pavement Management System (APMS) Update

- Throughout the month of December, the County and Woolpert discussed this project during the coordination meeting on December 5, 2024, and December 19, 2024.
- On December 10, 2024, the County obtained board approval for the scope of work and fees.
- **Upcoming:**
 - County to provide the contract to Woolpert for this project.
 - Woolpert will coordinate with subconsultants to assist with the completion of this project.

Airport Capital Improvement Plan (ACIP) Update

- On December 5, 2024, the County provided Woolpert with changes to the ACIP.
- **Upcoming:**
 - Woolpert to provide the County with an updated ACIP.

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

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

Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Arlando Gilbert, Ms. Tracey Salazar, Ms. Cheyenne Yancey – Woolpert, Inc.

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

February 12, 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 – January 2025

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of January 2025, by Woolpert and our subconsultants for the Oxnard Airport:

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

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meetings on January 9, 2025, and January 23, 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

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meetings on January 9, 2025, and January 23, 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))

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meetings on January 9, 2025, and January 23, 2025.
- Stockpile disposal was completed on December 17, 2025. Woolpert requested truck load weight documentation from Security Paving (SP). Backup information was received from SP on January 14, 2025, and provided to the County on January 17, 2025. Woolpert forwarded a list of issues found by Woolpert and the County to SP on January 24, 2025. Summit Environmental submitted a report addressing the issues and revised truck weight documentation to SP on January 29, 2025. Woolpert performed a detailed review of the revised documentation and forwarded a list of remaining issues to be corrected to SP and the County on January 31, 2025. A revised report and truck weight documentation was received February 5, 2025. Woolpert will review and provide a list of any issues to SP and the County.

- Final pavement marking application was substantially completed December 16-19, 2024. Black borders on ILS hold line pavement marking are scheduled for the night of February 10, 2025
- Woolpert is coordinating with Security Paving and Royal Electric to get a replacement for the spare fixture used to fix Taxiway Light A5-4.
- **Upcoming:**
 - Woolpert will continue project coordination with the County and Security Paving.
 - Final pavement marking application for the ILS hold scheduled for the night of February 10, 2025.
 - Woolpert to prepare an updated Airfield Signage and Marking plan.
 - Woolpert is coordinating the installation of the REIL fixtures with Security Paving and Royal Electric.

AIP Project No. 03-06-0179-046-2023 – Reconstruction of Terminal and ARFF Apron (Design)

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meetings on January 9, 2025, and January 23, 2025.
- **Upcoming:**
 - This project is on-hold as the County moved it to a 2027 project on the ACIP.

Air Traffic Control Tower (ATCT) Improvements

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meetings on January 9, 2025, and January 23, 2025.
- **Upcoming:**
 - County to review Woolpert's Scope of Work for Design and Bidding services.

Airport Pavement Management System (APMS) Update

- Throughout the month of January, the County and Woolpert discussed this project during the coordination meetings on January 9, 2025, and January 23, 2025.
- On January 23, 2025, the County issued the signed contract and notice to proceed to Woolpert.
- **Upcoming:**
 - 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

- On January 30, 2025, Woolpert provided the updated ACIPs and exhibits for CMA and OXR to the County.
- **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

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

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.

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 2025-01-03



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 started Providing Construction Administration Services for the Permitting of the New Rotating Beacon pole. b) Mead & Hunt Provided second Submittal of plans and reports for New Beacon Pole at CMA for County Review	7%	a) None

PROJECT STATUS REPORT

Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc

Revision Date 2025-02-03



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 started Providing Construction Administration Services for the Permitting of the New Rotating Beacon pole. b) Mead & Hunt responded to County review comments and obtained clearance from VC Watershed Protection District	7%	a) None

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

March 2025

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design/ Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA Airport Layout Plan Update	\$686,032		Coffman Associates	N/A	9/24/20	9/30/20	5/31/24	95	The Airport received FAA approval to transition the Master Plan to an Airport Layout Plan (ALP) Update to allow for community concerns, like noise, to be addressed, with a master plan update to be revisited in a future year, should it be warranted. Second ALP workshop meeting held November 14 th , 2023. Final ALP workshop was held on February 20, 2024. The ALP document was distributed for public comments through May 10. Comments to be reviewed prior to submitting Final ALP to the FAA by August 31, 2024. FAA Lines of Business review started 9/18/2024.
5	CMA Conceptual Design for 2025 RWY and TWY Reconstruction	\$187,260		Woolpert	N/A	9/19/22	N/A	N/A	90	FAA requested NOFO grant application was submitted to FAA. FAA followed up with request for FY2023 Supplementary Discretionary Grant for the NOFO. The Supplementary Discretionary Grant was submitted. FAA has requested an updated runway grant per FAA comments and memo to investigate full depth reconstruction. FAA grant to cover the final design of the CMA-239 Runway 8-26 and Taxiway project complete

Sup. Dist.	Project Name Spec. Number	<u>Estimate</u> Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design/ Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
										and granted. Approved by BOS.
5	CMA Part 150 Noise Compatibility Study	\$770,943		Coffman Associates	N/A	9/30/22	N/A	N/A	68.9	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	\$124,906	Mead Hunt Sully-Miller Inc.	4/29/21	7/20/21	7/23/21	2/28/22	100 99	Final project closeout underway.
3	OXR TWY A-E Connector Reconstruction	\$335,960 7,706,536		Woolpert Granite Construction	4/26/22	12/17/21 TBD	4/3/23	9/13/23	100 100	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 Granite on September 10. QA/QC on site to assess the

Sup. Dist.	Project Name Spec. Number	<u>Estimate</u> Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design/ Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
										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>		Woolpert	N/A	<u>12/21/21</u>	4/3/23	8/15/23	<u>99</u> <u>99</u>	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	<u>\$16,142,731</u> <u>\$17,365,010</u>		Woolpert Security Paving	<u>6/27/23</u>	<u>10/20/23</u>	<u>TBD</u>	<u>TBD</u>	<u>100</u> <u>99</u>	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.
3	OXR Part 150 Noise Compatibility Study	<u>\$770,943</u>		<u>Coffman Associates</u>	N/A	<u>9/30/22</u>	<u>N/A</u>	<u>N/A</u>	<u>67.7</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 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

January 2025

Sup. Dist.	Project Name Spec. Number	<u>Estimate</u> Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA RWY Centerline and TWY Alpha Repair	<u>116,505</u>		<u>Woolpert Granite Construction</u>		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
5	CMA Beacon Siting Study and Relocation Design	<u>8,500</u> 52,544		<u>Mead & Hunt</u>	N/A	On-call	N/A	N/A	<u>100</u> 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.
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	<u>\$6,500</u> 137,000	\$226,018	<u>Ninyo & Moore</u>	N/A	1/19/21	N/A	3/29/21	<u>100</u> 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

County of Ventura
Department of Airports
Fund: E300
Statement of Net Assets
As of September 30, 2024
(Unaudited)

ASSETS

Cash	\$ 7,516,700
Cash - petty cash/change fund	500
Receivables:	
Accounts receivable net of allowance for Uncollectable accounts of \$20,000	600,800
Interest receivable	129,400
Current lease receivable - GASB 87	2,733,100
Grants receivable	-
Long term lease receivable - GASB 87	30,093,100
Capital assets:	
Easements	848,800
Land	9,362,500
Land improvements	59,549,800
Building & Improvements	18,445,300
Equipment	2,300,600
Vehicle	1,003,700
Construction in Progress	35,188,500
Accumulated depreciation	(55,038,700)
Deferred outflows related to pensions	915,800
Total assets	\$ 113,649,900

LIABILITIES

Accounts payable	\$ (1,500)
Accrued liabilities	195,000
Short-term compensated absences	169,900
Due to other funds - GSA, ITS, PWA	-
Unearned revenue (prepayments)	275,600
Security deposit	850,100
Unreserved overpayments	272,400
Long-term compensated balances	136,200
Net pension liability	1,008,700
Deferred inflows lease receivables - GASB 87	32,826,100
Deferred inflows related to pensions	50,900
Total liabilities	\$ 35,978,400

NET ASSETS

Investment in capital assets net of related debt	\$ 71,660,500
Unrestricted Net Assets	<u>6,011,000</u>
Total net assets	77,671,500
Total liabilities and net assets	\$ 113,649,900

County of Ventura
Department of Airports
Fund: E300
Statement of Cash Flows
July 1, 2024 thru September 30, 2024
(Unaudited)

Operating Activities:

Permits	\$ 152,330
Fines and penalties	2,283
Rents and concessions	769,367
Percentage lease rent	66,185
Tiedown rents	22,963
Hangar rents	330,372
Land rent - hangars	139,922
Transient tiedown rents	-
Landing fees	54,511
Parking fees	1,107
Gas & oil fuel flow percentage	105,865
% rent-all other gross rec	959,315
Insurance claims	31,038
Hazmat collections	-
Miscellaneous	18,697
Salaries & Benefits	(1,073,161)
Service & Supplies	(482,517)
GASB 87 loan and interest transfers	-
Interest Received	216,398
Interest Paid	-
Prepay/Security Deposit	(11,716)
CUE tax assessment	-
 Cash Provided by Operating Activities	 \$ 1,302,958

Investing Activities:

State and federal grant receipts	2,017,620
Fixed asset sales/(purchases)	(10,000)
Capital Expenditures	<u>(12,107,032)</u>

 Cash Used in Investing Activities	 (10,099,412)
--	-------------------------

Financing Activities:

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

 Cash Provided by Financing Activities	 -
--	--------------

 Increase (Decrease) in Cash & Equivalents	 \$ (8,796,454)
--	---------------------------

 Cash & Equivalents-Beginning of Year	 \$ 16,313,166
---	--------------------------

 Cash & Equivalents-End of Period	 \$ 7,516,711
---	-------------------------

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2024 thru September 30, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Revenues:			
Permits	\$ 151,700	\$ 700	\$ 152,400
Fines and penalties	1,500	800	2,300
Rents and concessions	674,800	86,600	761,400
Percentage lease rent	39,500	26,600	66,100
Tiedown rents	20,600	2,400	23,000
Hangar rents	248,900	81,500	330,400
Land rent - hangars	116,300	31,700	148,000
Transient tiedown rents	4,000	200	4,200
Landing fees	47,700	6,800	54,500
Parking fees	2,600	7,000	9,600
Gas & oil fuel flow percentage	32,900	1,000	33,900
% Rent-all other gross rec	776,600	115,600	892,200
Miscellaneous	3,000	5,700	8,700
Total operating revenues	\$ 2,120,100	\$ 366,600	\$ 2,486,700

Expenditures:

Current:

Salaries and wages	\$ 592,000	\$ 107,500	\$ 699,500
Benefits	374,600	92,200	466,800
Admin salaries allocated to Oxnard Airport	(53,000)	53,000	-
Agricultural	-	-	-
Uniforms and clothing	1,500	1,800	3,300
Communications	16,200	1,600	17,800
Household expense	14,100	8,500	22,600
Insurance	-	-	-
Indirect county costs	-	-	-
Maintenance-equipment	10,200	7,800	18,000
Maintenance-building and improvements	4,400	15,700	20,100
Memberships and dues	1,400	300	1,700
Miscellaneous expense	2,300	5,700	8,000
Office expense	4,400	1,400	5,800
Professional and specialized services	56,400	14,500	70,900
Rents and leases - equipment	13,100	6,600	19,700
Small tools and equipment	300	-	300
Transportation charges	21,300	31,900	53,200
Conference and seminars	800	-	800
Utilities	23,800	3,900	27,700
Education, books and training	3,900	-	3,900
Taxes and licenses	-	-	-
Bad debts	100	-	100

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2024 thru September 30, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Depreciation	222,400	201,600	424,000
Total operating expenditures	<u>\$ 1,310,200</u>	<u>\$ 554,000</u>	<u>\$ 1,864,200</u>
Operating income (loss)	<u>\$ 809,900</u>	<u>\$ (187,400)</u>	<u>\$ 622,500</u>
Non-operating revenues (expenses):			
State and federal grants	\$ -	\$ -	\$ -
CARES COVID-19 Grants	-	-	-
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	8,700	-	8,700
Interest income	129,400	-	129,400
Insurance proceeds	13,600	31,000	44,600
Hazmat collections	-	-	-
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	<u>151,700</u>	<u>31,000</u>	<u>182,700</u>
Income (loss) before transfers	961,600	(156,400)	805,200
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Operating Gain/(Loss)	<u>\$ 961,600</u>	<u>\$ (156,400)</u>	<u>\$ 805,200</u>
Operating Gain/(Loss) before Depreciation	<u>\$ 1,184,000</u>	<u>\$ 45,200</u>	<u>\$ 1,229,200</u>

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2024 thru September 30, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Sep 2024	Adjusted Budget as of Sep 2024	YTD Actuals & Accruals thru Sep 2024	% Variance
Revenues:				
Permits	\$ 37,983	\$ 37,983	\$ 151,700	399%
Fines and penalties	11,874	11,874	1,500	13%
Rents and concessions	3,011,398	3,011,398	674,800	22%
Percentage lease rent	106,248	106,248	39,500	37%
Tiedown rents	147,101	147,101	20,600	14%
Hangar rents	1,023,931	1,023,931	248,900	24%
Land rent - hangars	446,097	446,097	116,300	26%
Transient tiedown rents	3,045	3,045	4,000	131%
Landing fees	133,484	133,484	47,700	36%
Parking fees	-	-	2,600	0%
Gas & oil fuel flow percentage	292,613	292,613	32,900	11%
% Rent-all other gross rec	2,300,798	2,300,798	776,600	34%
Miscellaneous	56,505	56,505	3,000	5%
Total operating revenues	\$ 7,571,077	\$ 7,571,077	\$ 2,120,100	28%
Expenditures:				
Current:				
Salaries and wages	\$ 2,584,553	\$ 2,584,553	\$ 592,000	23%
Benefits	1,669,099	1,669,099	374,600	22%
Admin Salary allocated to Oxnard Airport	(293,274)	(293,274)	(53,000)	18%
Agricultural	44,780	44,780	-	0%
Uniforms and clothing	15,040	15,040	1,500	10%
Communications	70,653	70,653	16,200	23%
Household expense	30,220	30,220	14,100	47%
Insurance	186,642	186,642	-	0%
Indirect county costs	97,044	97,044	-	0%
Maintenance-equipment	38,000	38,000	10,200	27%
Maintenance-building and improvements	480,930	480,930	4,400	1%
Medical	5,180	5,180	-	0%
Memberships and dues	10,769	10,769	1,400	13%
Miscellaneous	46,407	46,407	2,300	5%
Office expense	48,605	48,605	4,400	9%
Professional and specialized services	1,257,890	1,257,890	56,400	4%
Rents and leases - equipment	54,800	54,800	13,100	24%
Small tools and equipment	56,827	56,827	300	1%
Transportation charges	144,703	144,703	21,300	15%
Conference and seminars	46,800	46,800	800	2%
Utilities	365,327	365,327	23,800	7%
Education, books and training	23,310	23,310	3,900	17%
Taxes and licenses	3,921	3,921	-	0%
Bad debts	18,500	18,500	100	1%
Depreciation	874,949	874,949	222,400	25%
Total operating expenditures	\$ 7,881,675	\$ 7,881,675	\$ 1,310,200	17%
Operating income (loss)	\$ (310,598)	\$ (310,598)	\$ 809,900	361%

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2024 thru September 30, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Sep 2024	Adjusted Budget as of Sep 2024	YTD Actuals & Accruals thru Sep 2024	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ -	-
Contribution to Outside Agency	-	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	8,700	-
Interest income	527,760	527,760	129,400	25%
Insurance proceeds	-	-	13,600	-
Hazmat collections	-	-	-	-
Other loan payments	-	-	-	-
Total non-operating revenues (expenses)	527,760	527,760	151,700	29%
 Income (loss) before transfers	 217,162	 217,162	 961,600	 443%
 Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
 Operating Gain/(Loss)	 \$ 217,162	 \$ 217,162	 \$ 961,600	 -343%
 Operating Gain/(Loss) before Depreciation	 \$ 1,092,111	 \$ 1,092,111	 \$ 1,184,000	 -8%

County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2024 thru September 30, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Sep 2024	Adjusted Budget as of Sep 2024	YTD Actuals & Accruals thru Sep 2024	% Variance
Revenues:				
Permits	\$ 3,945	\$ 3,945	\$ 700	18%
Fines and penalties	4,064	4,064	800	20%
Rents and concessions	438,432	438,432	86,600	20%
Percentage lease rent	151,053	151,053	26,600	18%
Tiedown rents	10,116	10,116	2,400	24%
Hangar rents	354,876	354,876	81,500	23%
Land rent - hangars	118,134	118,134	31,700	27%
Transient tiedown rents	537	537	200	37%
Landing fees	23,741	23,741	6,800	29%
Parking fees	29,865	29,865	7,000	23%
Gas & oil fuel flow percentage	65,525	65,525	1,000	2%
% Rent-all other gross rec	437,797	437,797	115,600	26%
Miscellaneous	1,500	1,500	5,700	380%
Total operating revenues	\$ 1,639,585	\$ 1,639,585	\$ 366,600	22%
Expenditures:				
Current:				
Salaries and wages	\$ 499,130	\$ 499,130	\$ 107,500	22%
Benefits	361,556	361,556	92,200	26%
Admin salaries allocated from Camarillo Airport	264,241	264,241	53,000	20%
Agricultural	10,050	10,050	-	0%
Uniforms and clothing	16,941	16,941	1,800	11%
Communications	12,145	12,145	1,600	13%
Household expense	62,600	62,600	8,500	14%
Insurance	49,974	49,974	-	0%
Indirect county costs	23,413	23,413	-	0%
Maintenance-equipment	53,493	53,493	7,800	15%
Maintenance-building and improvements	143,952	143,952	15,700	11%
Medical	1,400	1,400	-	0%
Memberships and dues	1,520	1,520	300	20%
Miscellaneous expense	28,495	28,495	5,700	20%
Office expense	8,384	11,984	1,400	12%
Professional and specialized services	416,678	416,678	14,500	3%
Rents and leases - equipment	7,200	7,200	6,600	92%
Small tools and equipment	5,368	5,368	-	0%
Transportation charges	124,328	124,328	31,900	26%
Conference and seminars	36,150	36,150	-	0%
Utilities	111,203	111,203	3,900	4%
Education, books and training	1,300	1,300	-	0%
Bad debts	15,000	15,000	-	0%
Depreciation	756,142	756,142	201,600	27%
Total operating expenditures	\$ 3,010,663	\$ 3,014,263	\$ 554,000	18%
Operating income (loss)	\$ (1,371,078)	\$ (1,374,678)	\$ (187,400)	14%

County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2024 thru September 30, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Sep 2024	Adjusted Budget as of Sep 2024	YTD Actuals & Accruals thru Sep 2024	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ -	-
Contribution to Outside Agency	-	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-	-
Insurance Proceeds	-	-	31,000	-
Other Loan Interest Payment	-	-	-	-
Total non-operating revenues (expenses)	-	-	31,000	
 Income (loss) before transfers	 (1,371,078)	 (1,374,678)	 (156,400)	 11%
 Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
 Operating Gain/(Loss)	 \$ (1,371,078)	 \$ (1,374,678)	 \$ (156,400)	 11%
 Operating Gain/(Loss) before Depreciation	 \$ (614,936)	 \$ (618,536)	 \$ 45,200	 7%

County of Ventura
Department of Airports
Fund: E300
Statement of Net Assets
As of December 31, 2024
(Unaudited)

ASSETS

Cash	\$ 4,899,200
Cash - petty cash/change fund	500
Receivables:	
Accounts receivable net of allowance for Uncollectable accounts of \$20,000	1,072,900
Interest receivable	211,800
Current lease receivable - GASB 87	2,611,600
Grants receivable	-
Long term lease receivable - GASB 87	29,739,500
Capital assets:	
Easements	848,800
Land	9,362,500
Land improvements	59,549,800
Building & Improvements	18,445,300
Equipment	2,300,600
Vehicle	1,003,700
Construction in Progress	35,188,500
Accumulated depreciation	(55,664,200)
Deferred outflows related to pensions	<u>915,800</u>
Total assets	<u>\$ 110,486,300</u>

LIABILITIES

Accounts payable	\$ 63,900
Accrued liabilities	124,100
Short-term compensated absences	169,900
Due to other funds - GSA, ITS, PWA	-
Unearned revenue (prepayments)	314,600
Security deposit	830,900
Unreserved overpayments	237,300
Long-term compensated balances	136,200
Net pension liability	1,008,700
Deferred inflows lease receivables - GASB 87	32,351,000
Deferred inflows related to pensions	<u>50,900</u>
Total liabilities	<u>\$ 35,411,600</u>

NET ASSETS

Investment in capital assets net of related debt	\$ 71,035,000
Unrestricted Net Assets	<u>4,039,700</u>
Total net assets	<u>75,074,700</u>
Total liabilities and net assets	<u>\$ 110,486,300</u>

**County of Ventura
Department of Airports
Fund: E300
Statement of Cash Flows
July 1, 2024 thru December 31, 2024
(Unaudited)**

Operating Activities:

Permits	\$ 260,800
Fines and penalties	19,600
Rents and concessions	1,377,121
Percentage lease rent	139,568
Tiedown rents	46,474
Hangar rents	664,283
Land rent - hangars	281,806
Transient tiedown rents	130
Landing fees	100,387
Parking fees	16,637
Gas & oil fuel flow percentage	176,588
% rent-all other gross rec	1,581,214
Insurance claims	31,038
Hazmat collections	-
Miscellaneous	18,697
Salaries & Benefits	(2,310,444)
Service & Supplies	(2,526,214)
GASB 87 loan and interest transfers	-
Interest Received	326,981
Interest Paid	-
Prepay/Security Deposit	193,885
CUE tax assessment	-
Cash Provided by Operating Activities	\$ 398,552

Investing Activities:

State and federal grant receipts	2,927,959
Fixed asset sales/(purchases)	(29,088)
Capital Expenditures	<u>(14,711,408)</u>
Cash Used in Investing Activities	(11,812,537)

Financing Activities:

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

Cash Provided by Financing Activities	<hr/>
Increase (Decrease) in Cash & Equivalents	\$ (11,413,985)
Cash & Equivalents-Beginning of Year	<u>\$ 16,313,166</u>
Cash & Equivalents-End of Period	\$ 4,899.181

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2024 thru December 31, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Revenues:			
Permits	\$ 259,500	\$ 1,300	\$ 260,800
Fines and penalties	16,800	2,800	19,600
Rents and concessions	1,221,900	177,500	1,399,400
Percentage lease rent	75,500	35,300	110,800
Tiedown rents	40,700	5,600	46,300
Hangar rents	501,000	161,500	662,500
Land rent - hangars	221,200	59,200	280,400
Transient tiedown rents	-	-	-
Landing fees	87,900	12,500	100,400
Parking fees	2,000	100	2,100
Gas & oil fuel flow percentage	91,800	23,900	115,700
% Rent-all other gross rec	1,317,800	205,500	1,523,300
Miscellaneous	18,000	16,700	34,700
Total operating revenues	\$ 3,854,100	\$ 701,900	\$ 4,556,000

Expenditures:

Current:

Salaries and wages	\$ 1,185,000	\$ 232,400	\$ 1,417,400
Benefits	707,700	195,300	903,000
Admin salaries allocated to Oxnard Airport	(100,500)	100,500	-
Agricultural	-	-	-
Uniforms and clothing	12,800	8,300	21,100
Communications	37,100	5,100	42,200
Household expense	30,200	20,500	50,700
Insurance	-	-	-
Indirect county costs	48,500	11,700	60,200
Maintenance-equipment	22,400	13,000	35,400
Maintenance-building and improvements	199,700	22,800	222,500
Memberships and dues	4,900	300	5,200
Miscellaneous expense	9,800	11,400	21,200
Office expense	12,100	2,800	14,900
Professional and specialized services	208,000	75,200	283,200
Rents and leases - equipment	29,800	15,700	45,500
Small tools and equipment	300	3,400	3,700
Transportation charges	49,900	58,900	108,800
Conference and seminars	8,400	4,300	12,700
Utilities	142,200	33,200	175,400
Education, books and training	7,000	300	7,300
Taxes and licenses	-	-	-
Bad debts	100	-	100

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2024 thru December 31, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Depreciation	444,800	403,300	848,100
Total operating expenditures	<u>\$ 3,060,200</u>	<u>\$ 1,218,400</u>	<u>\$ 4,278,600</u>
Operating income (loss)	<u>\$ 793,900</u>	<u>\$ (516,500)</u>	<u>\$ 277,400</u>
Non-operating revenues (expenses):			
State and federal grants	\$ -	\$ -	\$ -
CARES COVID-19 Grants	-	11,400	11,400
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-
Interest income	211,800	-	211,800
Insurance proceeds	-	31,000	31,000
Hazmat collections	-	-	-
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	<u>211,800</u>	<u>42,400</u>	<u>254,200</u>
Income (loss) before transfers	<u>1,005,700</u>	<u>(474,100)</u>	<u>531,600</u>
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Operating Gain/(Loss)	<u>\$ 1,005,700</u>	<u>\$ (474,100)</u>	<u>\$ 531,600</u>
Operating Gain/(Loss) before Depreciation	<u>\$ 1,450,500</u>	<u>\$ (70,800)</u>	<u>\$ 1,379,700</u>

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2024 thru December 31, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2024	Adjusted Budget as of Dec 2024	YTD Actuals & Accruals thru Dec 2024	%
Revenues:				
Permits	\$ 37,983	\$ 37,983	\$ 259,500	683%
Fines and penalties	11,874	11,874	16,800	141%
Rents and concessions	3,011,398	3,011,398	1,221,900	41%
Percentage lease rent	106,248	106,248	75,500	71%
Tiedown rents	147,101	147,101	40,700	28%
Hangar rents	1,023,931	1,023,931	501,000	49%
Land rent - hangars	446,097	446,097	221,200	50%
Transient tiedown rents	3,045	3,045	-	0%
Landing fees	133,484	133,484	87,900	66%
Parking fees	-	-	2,000	0%
Gas & oil fuel flow percentage	292,613	292,613	91,800	31%
% Rent-all other gross rec	2,300,798	2,300,798	1,317,800	57%
Miscellaneous	56,505	56,505	18,000	32%
Total operating revenues	\$ 7,571,077	\$ 7,571,077	\$ 3,854,100	51%
Expenditures:				
Current:				
Salaries and wages	\$ 2,584,553	\$ 2,584,553	\$ 1,185,000	46%
Benefits	1,669,099	1,669,099	707,700	42%
Admin Salary allocated to Oxnard Airport	(293,274)	(293,274)	(100,500)	34%
Agricultural	44,780	44,780	-	0%
Uniforms and clothing	15,040	15,188	12,800	84%
Communications	70,653	70,653	37,100	53%
Household expense	30,220	37,194	30,200	81%
Insurance	186,642	186,642	-	0%
Indirect county costs	97,044	97,044	48,500	0%
Maintenance-equipment	38,000	38,771	22,400	58%
Maintenance-building and improvements	480,930	477,930	199,700	42%
Medical	5,180	5,180	-	0%
Memberships and dues	10,769	10,769	4,900	46%
Miscellaneous	46,407	46,407	9,800	21%
Office expense	48,605	48,605	12,100	25%
Professional and specialized services	1,257,890	2,295,492	208,000	9%
Rents and leases - equipment	54,800	73,039	29,800	41%
Small tools and equipment	56,827	56,827	300	1%
Transportation charges	144,703	144,888	49,900	34%
Conference and seminars	46,800	51,300	8,400	16%
Utilities	365,327	365,327	142,200	39%
Education, books and training	23,310	23,310	7,000	30%
Taxes and licenses	3,921	3,921	-	0%
Bad debts	18,500	18,500	100	1%
Depreciation	874,949	874,949	444,800	51%
Total operating expenditures	\$ 7,881,675	\$ 8,947,094	\$ 3,060,200	34%
Operating income (loss)	\$ (310,598)	\$ (1,376,017)	\$ 793,900	158%

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2024 thru December 31, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2024	Adjusted Budget as of Dec 2024	YTD Actuals & Accruals thru Dec 2024	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ -	
Contribution to Outside Agency	- -	- -	- -	
Gain/Loss Disposal Fixed Asset	- -	- -	- -	
Interest income	527,760	527,760	211,800	40%
Insurance proceeds	- -	- -	- -	
Hazmat collections	- -	- -	- -	
Other loan payments	- -	- -	- -	
Total non-operating revenues (expenses)	527,760	527,760	211,800	40%
 Income (loss) before transfers	 217,162	 (848,257)	 1,005,700	 -119%
 Other financing sources (uses):				
Transfers in	- -	- -	- -	- -
Transfers Out	- -	- -	- -	- -
 Operating Gain/(Loss)	 \$ 217,162	 \$ (848,257)	 \$ 1,005,700	 219%
 Operating Gain/(Loss) before Depreciation	 \$ 1,092,111	 \$ 26,692	 \$ 1,450,500	

County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2024 thru December 31, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2024	Adjusted Budget as of Dec 2024	YTD Actuals & Accruals thru Dec 2024	% Variance
Revenues:				
Permits	\$ 3,945	\$ 3,945	\$ 1,300	33%
Fines and penalties	4,064	4,064	2,800	69%
Rents and concessions	438,432	438,432	177,500	40%
Percentage lease rent	151,053	151,053	35,300	23%
Tiedown rents	10,116	10,116	5,600	55%
Hangar rents	354,876	354,876	161,500	46%
Land rent - hangars	118,134	118,134	59,200	50%
Transient tiedown rents	537	537	-	0%
Landing fees	23,741	23,741	12,500	53%
Parking fees	29,865	29,865	100	0%
Gas & oil fuel flow percentage	65,525	65,525	23,900	36%
% Rent-all other gross rec	437,797	437,797	205,500	47%
Miscellaneous	1,500	1,500	16,700	1113%
Total operating revenues	\$ 1,639,585	\$ 1,639,585	\$ 701,900	43%
Expenditures:				
Current:				
Salaries and wages	\$ 499,130	\$ 499,130	\$ 232,400	47%
Benefits	361,556	361,556	195,300	54%
Admin salaries allocated from Camarillo Airport	264,241	264,241	100,500	38%
Agricultural	10,050	10,050	-	0%
Uniforms and clothing	16,941	17,036	8,300	49%
Communications	12,145	12,145	5,100	42%
Household expense	62,600	68,941	20,500	30%
Insurance	49,974	49,974	-	0%
Indirect county costs	23,413	23,413	11,700	0%
Maintenance-equipment	53,493	54,347	13,000	24%
Maintenance-building and improvements	143,952	162,496	22,800	14%
Medical	1,400	1,400	-	0%
Memberships and dues	1,520	1,520	300	20%
Miscellaneous expense	28,495	28,495	11,400	40%
Office expense	8,384	22,594	2,800	12%
Professional and specialized services	416,678	445,693	75,200	17%
Rents and leases - equipment	7,200	37,158	15,700	42%
Small tools and equipment	5,368	5,368	3,400	63%
Transportation charges	124,328	132,960	58,900	44%
Conference and seminars	36,150	36,150	4,300	12%
Utilities	111,203	111,203	33,200	30%
Education, books and training	1,300	1,300	300	0%
Bad debts	15,000	15,000	-	0%
Depreciation	756,142	756,142	403,300	53%
Total operating expenditures	\$ 3,010,663	\$ 3,118,312	\$ 1,218,400	39%
Operating income (loss)	\$ (1,371,078)	\$ (1,478,727)	\$ (516,500)	35%

County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2024 thru December 31, 2024
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2024	Adjusted Budget as of Dec 2024	YTD Actuals & Accruals thru Dec 2024	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ 11,400	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Insurance Proceeds	-	-	31,000	
Other Loan Interest Payment	-	-	-	
Total non-operating revenues (expenses)	-	-	42,400	
 Income (loss) before transfers	 (1,371,078)	 (1,478,727)	 (474,100)	 32%
 Other financing sources (uses):				
Transfers in	-	-	-	
Transfers Out	-	-	-	
 Operating Gain/(Loss)	 \$ (1,371,078)	 \$ (1,478,727)	 \$ (474,100)	 32%
 Operating Gain/(Loss) before Depreciation	 \$ (614,936)	 \$ (722,585)	 \$ (70,800)	

2025 Meeting Schedules

Aviation Advisory Commission	Camarillo & Oxnard Airport Authorities
<p>The Aviation Advisory Commission meets on the Wednesday preceding the second Thursday of the month at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.</p>	<p>The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.</p>
January 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	April 10
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



WEATHER ALERT:

2 of 10

Fire FOLLOW 0 Followers

Camarillo Airport plays crucial role in firefighting efforts across southern California

By **Ivania Montes** FOLLOW

Published January 10, 2025 7:58 am



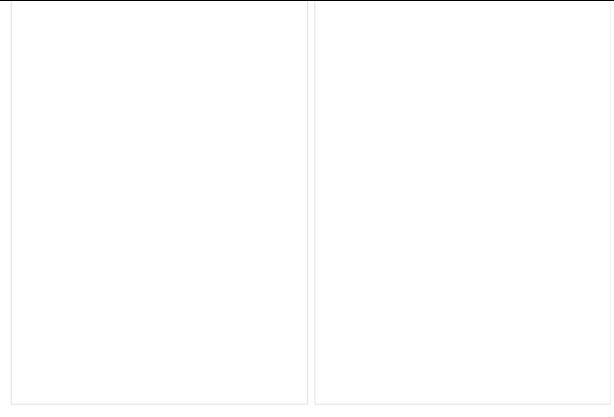
CAMARILLO, Calif. - The Camarillo Airport is a vital hub for firefighting operations, supporting crews battling wildfires across Southern California. This marks the third time in just 60 days that the airport has been a base for regional firefighting efforts.

Since Wednesday morning, approximately 20 aircraft are stationed at the airport, ready to assist in containing the fires. By next week, another 20 firefighting helicopters are expected to join the operation, bolstering the resources available to combat the flames.

X

4 Hazardous Santa Anas through the weekend, dangerous win...

WATCH FULL VIDEO



The airport's proximity to multiple fire zones enables rapid response times, with crews able to reach affected areas within minutes. "Despite the winds, they were able to fly immediately and for the first 44 hours. That made all the difference in combating that fire," said Jannette Jauregui, Public Information Officer for the Ventura County Department of Airports.

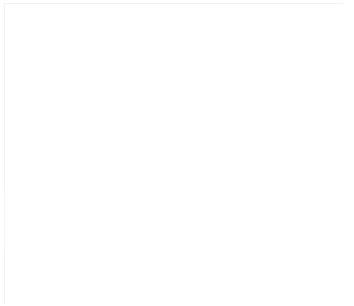
She also emphasized that having a regional airport so close to the fire zones has been a game changer, particularly given the unprecedented intensity of the winds fueling these wildfires.

Camarillo Airport's contributions extend beyond this season.

Trending Articles

ADVERTISEMENT

At the end of last year, it served as a critical base during efforts to contain both the Mountain Fire and the first Malibu Fire.



Fire crews from across the region are joining forces, with the Ventura County Aviation Unit—stationed at the airport—playing a key role in the response. So far, the airport's operations remain uninterrupted, ensuring continuous support for the firefighting efforts.

X

Supervisors agree to fire suppression services

- Heavy-lift Chinook helitanker on standby to fight Ventura County wildfires in 2025



Acorn file photo AIR SUPPORT—Coulson Aviation's Chinook helitanker takes off after replenishing at a pond in the former Lost Canyons Golf Course while a Firehawk copter from Ventura County Fire follows behind during the Sharp fire last year on July 3 in Simi Valley.

BY MICHELE WILLER-ALLRED, MICHELE@THEACORN.COM

The Ventura County Board of Supervisors on Dec. 10 unanimously approved an agreement with Coulson Aviation Inc. to provide aerial firefighting services throughout 2025, marking a major defensive step as the region copes with an era of year-round brushfires.

The one-year contract with the aviation company, which began Jan. 1, includes the lease and operation of a Chinook CH-47 helitanker. The aircraft is capable of dropping 3,000 gallons of water or fire retardant during both daytime and nighttime operations and can refill the tanks in under 90 seconds.

The helitanker, based at Camarillo Airport, will fight fires in high-risk zones within Southern California Edison's service territory, including Ventura County.

Funding for the \$12.8 million program is supported by almost \$10 million from SCE, which will cover the standby and fixed lease costs at about \$24,000 a day. Additional contributions are expected from state and federal agencies, which will reimburse approximately 75% of flight time and mission costs, leaving the Ventura County Fire Protection District to cover an estimated \$743,050 in unreimbursed expenses.

According to the state's Department of Forestry and Fire Protection, an estimated 11 million residents, or one in four Californians, live in high-risk wildfire zones.

The Fire Protection District has worked in partnership with Coulson Aviation and SCE since 2021 as part of the Quick Response Task Force. In collaboration with the VCFD, Orange County Fire Authority and the Los Angeles Fire Department, the program uses large helitankers to enhance firefighting capabilities in areas served by SCE. All three agencies pay Coulson for operating and equipment costs.

"The program has proven to be a successful partnership, and the Southern California region realized the benefits of having these additional resources available," said Ventura County Fire Chief Dustin Gardner.

Gardner said the helitanker is equipped with cutting-edge technology, including the SMART Delivery System Controller, which enables precise and automated water or fire-retardant drops.

The heavy-lift helitanker collects detailed data on water and retardant usage, flight hours and the number of fires it combats, providing critical insights for improving wildfire response strategies.

The system also enhances safety and efficiency, particularly during night operations, with aerial personnel using night-vision goggles, Gardner said.

Despite estimates on what a fire season may look like, Gardner said sometimes changes in the contract are necessary. He explained that an active fire season in 2024, which included the Mountain fire near Camarillo, pushed helitanker operations beyond the estimated 200 flight hours, requiring an additional 100 hours. As a result, supervisors approved an extra \$1 million on Dec. 10, raising the 2024 flight-hour budget from \$2 million to about \$3.1 million.

County officials also approved an agreement with the City of Los Angeles for the Los Angeles Fire Department to continue providing fire protection and emergency medical services to Bell Canyon through June 30, 2029. The deal, estimated to cost up to \$450,000 annually, replaces a previous five-year agreement that expired.

The VCFD first partnered with LAFD in 1979 to ensure faster emergency responses in Bell Canyon, an unincorporated community within Ventura County but located closer to LAFD's fire station, which is 3.1 miles away.

Gardner said contracting with LAFD remains the most effective way to provide timely emergency services to Bell Canyon residents. Before the agreement, VCFD responders had to travel 9.5 miles to reach the area.

[Home](#) > [News & Media](#) > [Aerial attack crucial to fighting Los Angeles fires](#)

AERIAL ATTACK CRUCIAL TO FIGHTING LOS ANGELES FIRES

Airports, pilots play key roles

The devastating fires in Southern California had Cal Fire and other cooperative firefighting organizations working around the clock to contain the quickly spreading flames.



A helicopter attacks the Palisades Fire on January 9. Photo courtesy of Cal Fire.

When the wildfires broke out on January 7 across Los Angeles County, the unprecedented force of the Santa Ana winds delayed the aerial firefighting response. Although winds reached 100 mph at their peak, the grounding left many members of the public, mostly nonpilots, wondering why the aerial responders couldn't fly.

The bottom line: Even if an aircraft can fly, weather conditions at the fire, which almost always differ from the wind conditions at the nearest airport, can make flying and dropping retardant or water inefficient and dangerous.

Cal Fire lead air tanker instructor and pilot Bradley Baker explained that much of the agency's aerial firefighting decisions are made using the acronym SEE: Safe, Effective, and Efficient. If the situation is such that they can't complete their mission to that standard, the pilot will terminate the mission, or "knock it off," as they say.

"The first thing we do is determine whether or not it's safe," Baker said. "So, we're looking at the smoke and the conditions and just maybe talking to a helicopter that's low-level. If it's safe, we'll go do it. The second thing would be, is it effective. If we make a couple of drops and we use two or three wingspans of drift correction and it's still not working, then we're not really being effective, so then we'll call, knock it off. And then, are we able to get the mission done in an efficient manner, and typically that doesn't really come into play, but sometimes it does and if we're not being efficient, we knock it off."

"We'll always go out and typically see what the conditions are like, because forecasted and actual are always different," Baker continued. "It's really up to the pilot [in] command. If we receive a drop instruction from the Air Attack we'll go somewhat low-level first and feel it out and then if we can complete the drop, we'll go through with it. If one pilot goes down and does a drop-run, low-level and it is determined to be unsafe for that pilot, the entire mission will usually be called 'knock off.' But as far as external pressures, there's generally nothing like that."

Cal Fire works with several cooperating organizations, and manages the largest civil aerial firefighting fleet in the world, with more than 60 fixed- and rotary-wing aircraft. Although Cal Fire has more than 14 air tanker bases and 10 helicopter bases, airports throughout Los Angeles and Ventura County played a pivotal role in keeping firefighting response and turnaround times to a minimum.

Camarillo Airport and Oxnard Airport
both saw an influx of firefighting aircraft.



A Sikorsky UH-60 drops water on the Palisades Fire on January 9. Photo courtesy of Cal Fire.

"When the Palisades Fire broke out, it was the third time in 60 days that Camarillo and Oxnard airports have been utilized as support for regional firefighting efforts," said Jannette Jauregui, Ventura County Department of Airports communications and engagement manager. "As we face the largest and most destructive fires in Los Angeles County's history, Camarillo and Oxnard airports have again served as an invaluable resource welcoming firefighting aircraft from throughout the region including Utah and Arizona. The wind events this week and last are unprecedented and fire crews were unable to fly in the hours after the Palisades Fire first broke out. Still, both airports immediately became a hub for firefighting operations for all fires in the Los Angeles area and, once it became safe enough to fly, crews were in the air and over the fires within minutes. To say that regional airports play a critical role in these events is an understatement. I am not sure there are words to fully describe the difference these airports make in providing lifesaving services for their communities when residents need them most."

Whiteman Airport in Los Angeles also served as a firefighting base. James Miller, commander of the local Civil Air Patrol cadet squadron, **told** *The San Fernando Valley Sun* that Cal Fire helicopters fought the Hurst Fire beginning on January 8. The fire was close to Whiteman, and other aircraft were fighting

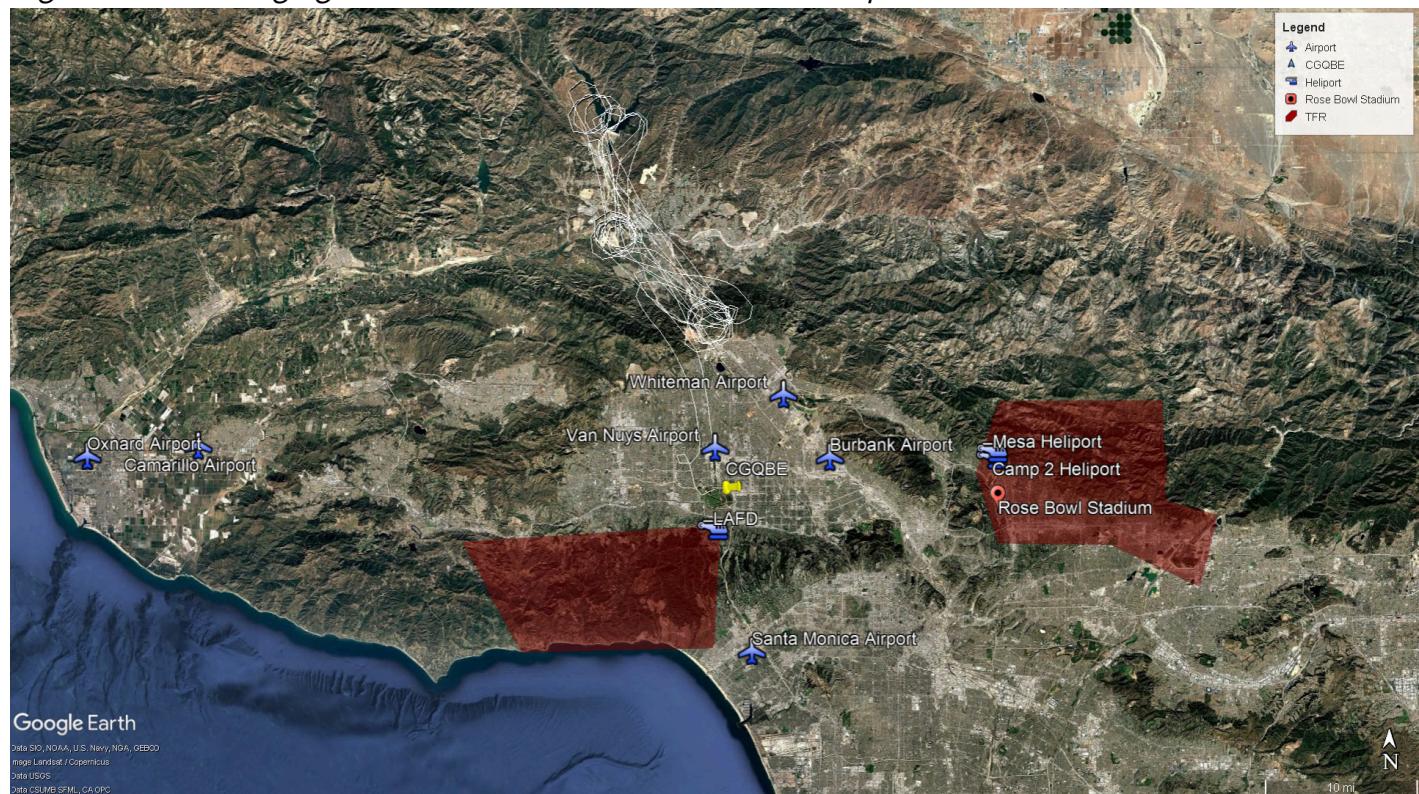
the Palisades Fire out of Van Nuys Airport and Bob Hope Airport in Burbank, and those facilities could not accommodate additional aircraft.

Miller said firefighting aircraft from Whiteman were able to stop the Hurst Fire with 800 acres burned, before it expanded into another major conflagration.

"It was initially growing as fast as the Palisades Fire, and where it was located actually made it a threat to the whole northern end of the valley," Miller told the local newspaper. "With the winds we had ... the potential for it to blow into the Lake View Terrace and Pacoima areas was great and we could have had a third disastrous fire on our hands."

The winds eased on January 15, allowing firefighters to gain ground, but were forecast to pick up again the following week, the Associated Press **reported**.

Digital Media Managing Editor Jim Moore contributed to this report.



Various California airports supported firefighting operations in Los Angeles. Temporary flight restrictions established or updated on January 11 and January 14 to protect firefighting aircraft are shaded in red. The flight path of the Bombardier CL-415 Super Scooper that struck a drone on January 8 is shown, beginning and ending at Van Nuys Airport. Google Earth image, FlightAware data included.

Niki Britton

eMedia Content Producer

eMedia Content Producer Niki Britton joined AOPA in 2021. She is a private pilot who enjoys flying her 1969 Cessna 182 and taking aerial photographs.

January 16, 2025

Megan Sinkula, Senior Planner
City of Camarillo, California

**Subject: Pre-Application, Barcelona Vacant Undeveloped Lot
Proposed Development of 6-building, 24-unit Condominium
(APN:162-0-200-015)**

Dear Ms. Sinkula,

The County of Ventura Department of Airports respectfully submits these comments on the pre-application review request for construction of a new 6-building, 24-unit condominium development with clubhouses and a 30-space parking lot. The project site is in a three-acre vacant lot, and it is zoned as a Residential Planned Development.

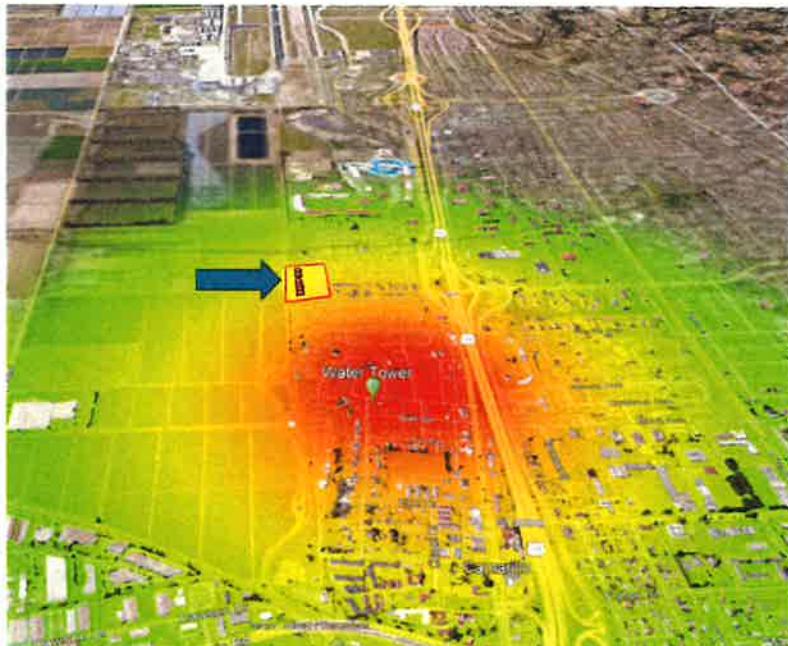


Figure 1 – Heat Map of Noise Complaints (November 2024)

Figure 1 depicts a heat map of where complaints to the County of Ventura Department of Airports were received from Camarillo residents in November 2024. This representation is consistent with prior yearly complaint patterns since adopting the current complaint management system.

The proposed residential condominium project is situated within the Extended Traffic Pattern Zone as defined in *Table 6B, Adopted Land Use Compatibility Standards in Safety zones for Civilian Airports of the Ventura County Airport Comprehensive Land Use Plan (ACLUP, July 7, 2000)* and would place new residential uses in an area closer to the airport, closer to the extended centerline of the runway, and in a location where aircraft are lower on their final approach than where the bulk of current noise complaints are received.

The City of Camarillo General Plan, Noise Element lists a number of goals and objectives relevant to the subject development. In our comments we would like to point out several objectives below.

Objective 1.1 states:

"The City should properly consider noise issues as part of the land use planning process in order to minimize the effects of noise in the community."

Objective 2.1.5 states:

"Developers of new residential projects located in the vicinity of Camarillo Airport should inform potential residential property owners of airport generated and overflight noise."

Objective 2.1.6 states:

"Coordinate with State and regional agencies and Camarillo Airport to implement noise reduction measures and to monitor and reduce noise associated with aircraft."

In support of **Objective 2.1.6**, The Department of Airports has been working diligently with the City of Camarillo, Caltrans, and FAA to address residents' complaints regarding the overflight of aircraft on final approach to Camarillo Airport. Over the past three years, well over \$1M has been spent in the effort to prepare documents, solicit citizen participation, and implement plans that are aimed at reducing the perceived effects of existing and forecasted aircraft operations on residents in this area. This extensive effort includes a project just now getting underway to evaluate the viability of changing flight patterns and raise the height over the noise sensitive properties in the Old Town neighborhood. Additional measures are also being considered.

The Department of Airports believes that introducing new residential dwelling units on the subject property would result in the reduced enjoyment for the residents who locate there, put additional pressure on the City of Camarillo and County of Ventura leadership, or additional pressure on the Department of Airports to address noise concerns, or likely all of the above, which **Objective 1.1** above asks to be properly considered.

Finally, the Joint Powers Agreement ("JPA") requires cooperation between the City and County with respect to the exercise of police power within the Camarillo Airport Zone. (See **Figure 2**). Paragraph 4 states,

"The Camarillo City Council and the Ventura County Board of Supervisors shall not grant any approval or take any other action in respect to any land use matter within the Camarillo Airport Zone until the matter shall have first been submitted to the Authority and a recommendation received therefrom. Any land use matter within the "Camarillo Airport Zone" shall mean actions relating to zoning, master or general planning, use permits and all other exercises of the police power which regulate the development of the area designated in Exhibit A..."

Should development plans move toward approval, per the **Ventura County Airport Comprehensive Land Use Plan** (2000), the developer shall 1) record an aviation easement for the benefit of the County of Ventura Department of Airports that recognizes the existence of Camarillo Airport and its potential to cause noise and fumes as may be inherent in the operation of aircraft; 2) establish Fair Disclosure requirement that meets **Objective 2.1.5** of the **City of Camarillo General Plan Noise Element**; and 3) incorporate sound attenuation design elements into the buildings that mitigate noise generated by aircraft operations at Camarillo Airport. Finally, prior to taking action to approve the development per the 1976 JPA, the City of Camarillo must submit the proposed action to the Camarillo Airport Authority and receive their recommendation.



Figure 2 - Camarillo Airport Zone

Should you have any questions regarding this matter, please call Dave Nafie at (805) 388-4201, or me at (805) 388-4200.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Keith Freitas'.

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

C: File



Fighting LA's fires from the sky

The helicopter team saving lives and homes

For more than a week, the skies above Los Angeles have buzzed with helicopters, aeroplanes, and drones battling the most devastating fires in southern California history.

Helicopters in particular - able to drop vast volumes of water precisely and fly at night - have helped turn the tide against the wind-fuelled infernos that have killed at least 27 people and devoured thousands of buildings.



JAY L CLENDENIN/GETTY IMAGES

The two largest fires, Eaton and Palisades, are still burning across a combined total of about 40,000 acres.

Many of the choppers hurtling back and forth over LA belong to Cal Fire, the government agency tasked with protecting California from these disasters.

For the pilots and helicopter teams - dropping water, refuelling, and working tirelessly to avoid crashes and burnout - the past 11 days have been career-defining and physically gruelling.

Taking part in one of the most ambitious aerial assaults on a wildfire ever seen, Cal Fire's team have pioneered new tactics and learned lessons they hope will help others fighting the increasing numbers of wildfires globally.

This is their story.



| Helicopter Cal Fire S70i Firehawk



| Cal Fire Captain James Mahoney



| Cal Fire Captain Matt Lane

When a blaze fuelled by hurricane-force winds broke out in the Palisades on 7 January, Cal Fire joined an unprecedented operation to stomp it out made up of the National Guard, the city of Los Angeles and other private firefighting companies.

In the early hours of the fires, powerful winds made it too dangerous to fly. As soon as the winds slowed enough, aerial firefighters joined the fray and never let up.

From a swiftly assembled helicopter base at Camarillo Airport about 40 miles west, Cal Fire set about flying missions 24-hours a day, pummelling the Palisades Fire with hundreds of thousands of gallons of water dropped from specially outfitted helicopters known as Firehawks.

The Cal Fire helicopter team had one job: slow down the fire so that their fellow firefighters on the ground could successfully contain the blaze. It is a task that their helicopters are perfectly engineered to perform.

In the mountains and canyons of the Palisades region, the helicopters can swoop through the melee and get as close to the flames as possible.



The Firehawk can hover over the fire to drop water in a dense waterfall
- more targeted and from a lower altitude than a plane could.

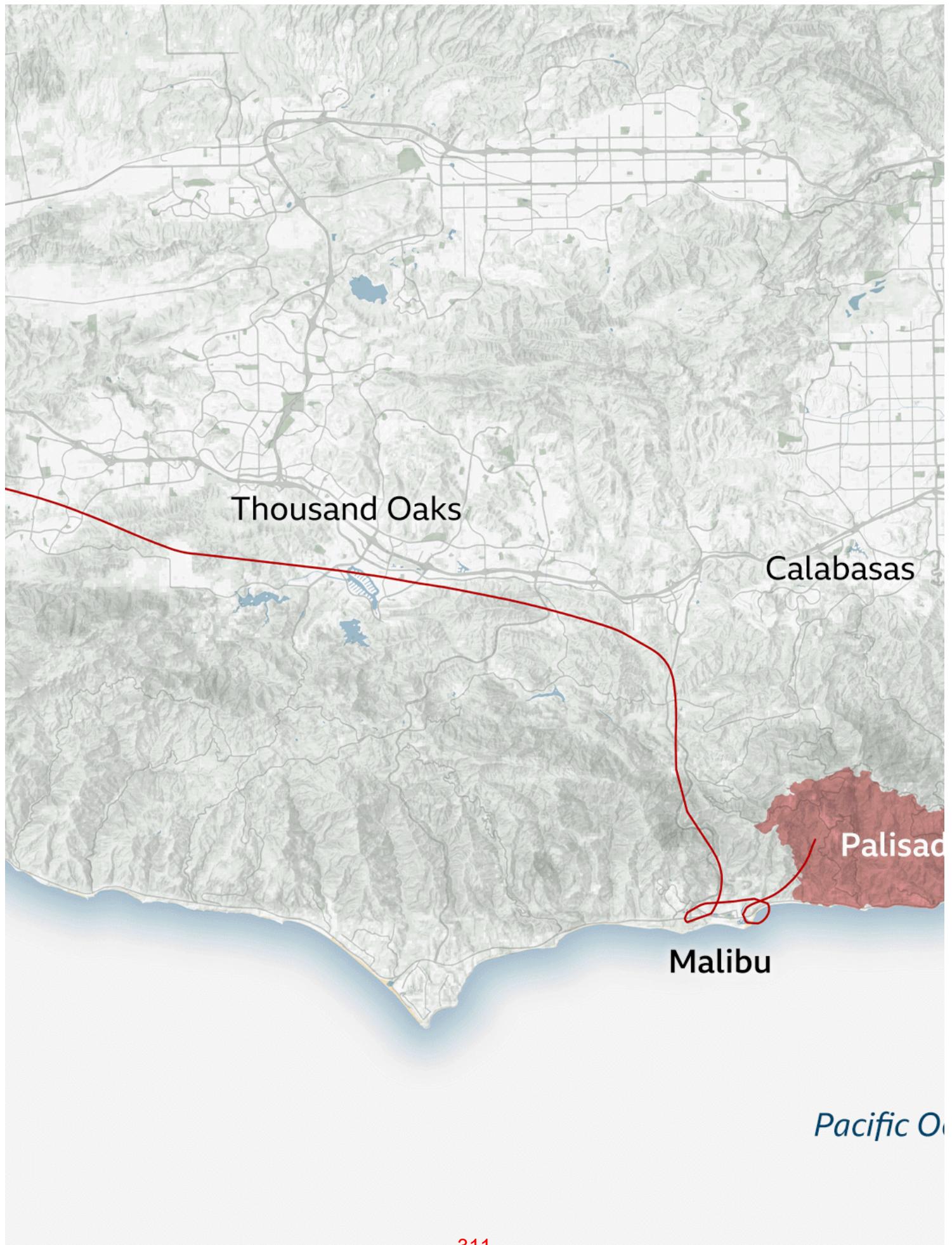


Matt Lane, a fire captain, took to the skies.

“It was a very heavy firefight, one of the busiest airspaces I've ever been a part of... very windy conditions, a lot of rapid fire spread. A lot of structures being threatened,” he said.

By Wednesday 8 January, the fire in Pacific Palisades had exploded from 10 acres to more than 2,900 acres.

It's a 10 minute flight from Camarillo Airport, the main staging area for the helicopters, to Los Angeles. Crews sped back and forth, scooping up water from the Encino reservoir and dropping it repeatedly to try to stem the fire's advance.



At sunset on 8 January, one of Cal Fire's Firehawk helicopters - "Copter 602" - heads to the ocean to fill its water tanks before approaching the **Palisades Fire** in the hills around Eastern Malibu.





As the fire spreads, another run takes them further east to the front around Encino and Mandeville Canyon. They spend almost an hour in the area, using **Encino reservoir** to fill tanks for fresh runs to tackle the blaze.



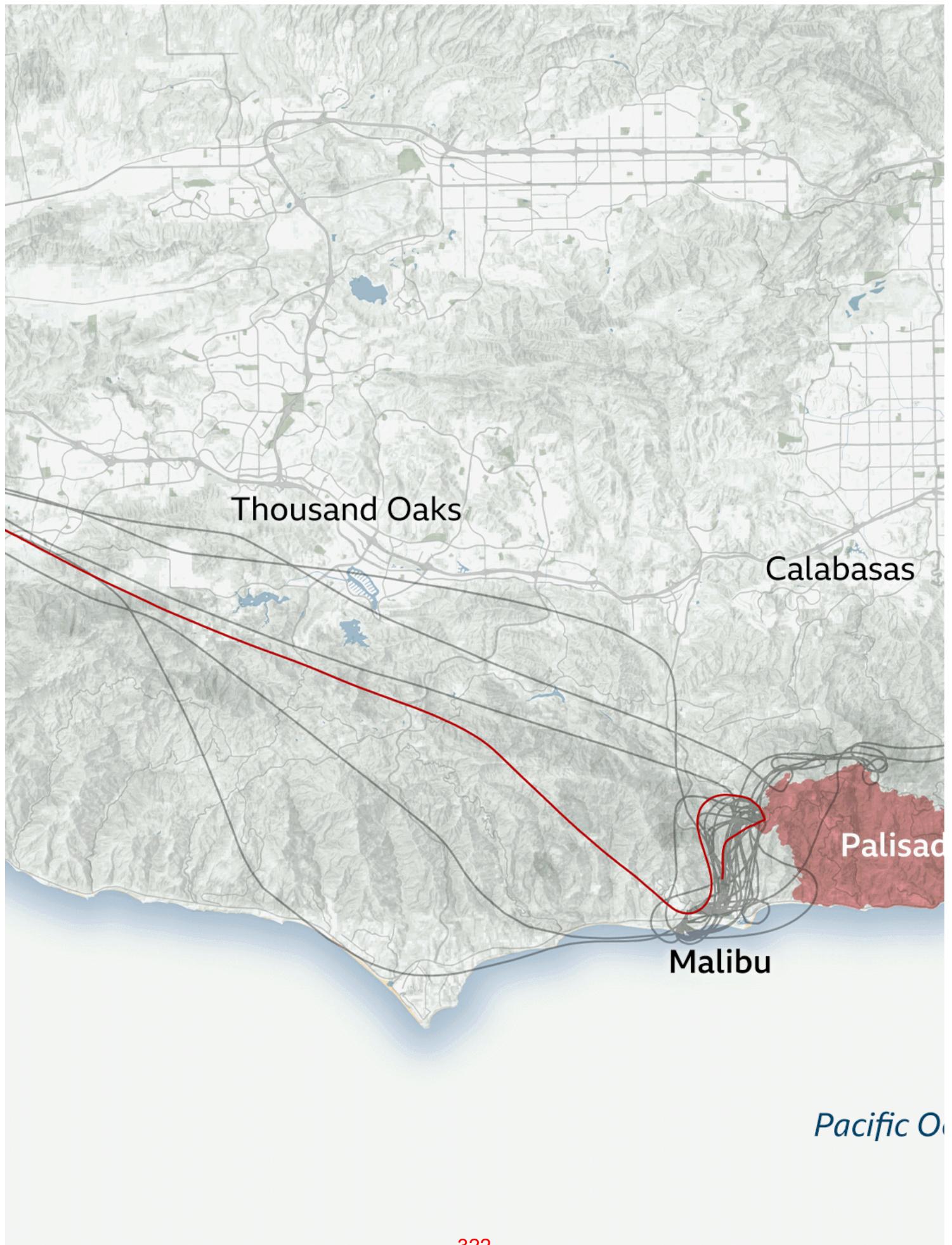


Flight paths of the helicopters - of which we have plotted only one of many - shows the Firehawk crew makes five loops from the ocean at **Malibu** to the nearby fire before returning to base.





With midnight approaching, the team makes a final pass over the western edge of the fire - which will continue to grow relentlessly into the next day.



By the end of the day, two people had died in a new fire that started near Altadena, almost 70,000 people were under evacuation orders and the emergency services were stretched to the limit.

Los Angeles mayor Karen Bass declared a state of emergency.

The drop

Years of training and practice go into the split-second decisions required to drop water accurately on a target.

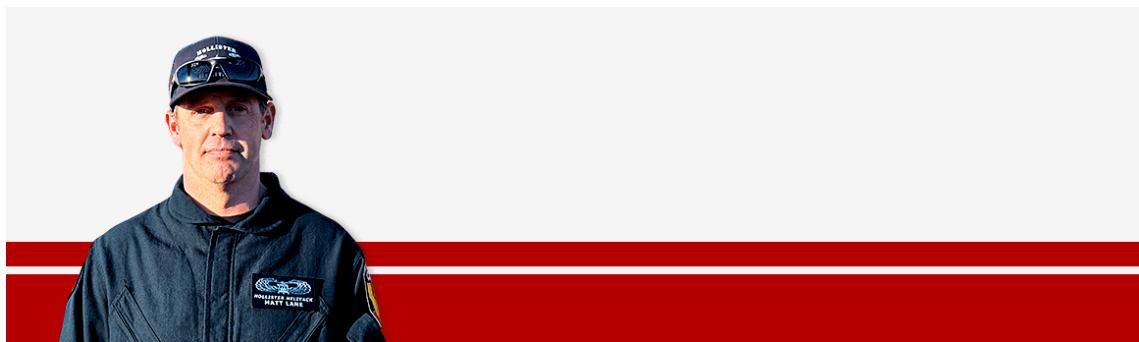
“It’s so complex with different wind speeds and altitudes that pilots just have to kind of work it out, and we work together as a flight crew,” said Lane. “A little left, a little right, let’s adjust a little bit.”

“Eventually the science kind of goes out the window and it becomes an art,” he said.

As it prepares to make a run, an S-70i Firehawk, like the one Lane flies every day, will hover over a water source that can be as shallow as 18 inches.

Co-ordinating helicopters then help guide the Firehawk helicopters to their drop.

Sometimes, unfortunately, they miss.



Mother Nature is hard to fight sometimes

Matt Lane, Fire Captain

“It sucks! Missing sucks! It’s no fun,” said Lane. But when they manage to drop water precisely on their target, it’s as gratifying as you might think.

"It feels good, it feels like we're being effective," Lane said.

Cal Fire has run a full scale night operation to battle the Palisades blaze - an unprecedented undertaking for the agency.

They can do this because of specially equipped helicopters that can fly missions in the dark. Some of the Firehawks are fitted with night equipment, as is a Bell 429 helicopter and similar aircraft that the co-ordinators use to direct the firefight.



"Here's the fun thing at night: when you get to drop water on fire, compared to the day, you actually visibly, visually see the fire go out," said Paul Karpus, Cal Fire division chief for tactical air operations on the Palisades fire.

But flying missions at night is especially taxing, say the people who have battled the Palisades blaze in the dark.

"It's very fatiguing with the goggles down, your focus is limited and your concentration is more [intense]," said John Williamson, the night operations airborne helicopter coordinator. "It's more of a brain fatigue."

Video taken from one of the helicopters on 10 January at about 20:00 shows the intensity of their missions.



Because of the strenuous nature of the task, pilots and firefighters who fly at night are limited to five or six-hour shifts.

"I think the night operations did a lot of good," Williamson said. "We were able to turn a lot of corners for folks on the incident. It really made a difference with the amount of resources we had on the night operation."

Buzzing skies

Several agencies, municipalities, and private companies flew in to fight the Palisades fire.



Massive tanker planes armed with fire retardant swooped in on the same burning mountain range as the Cal Fire helicopter team.

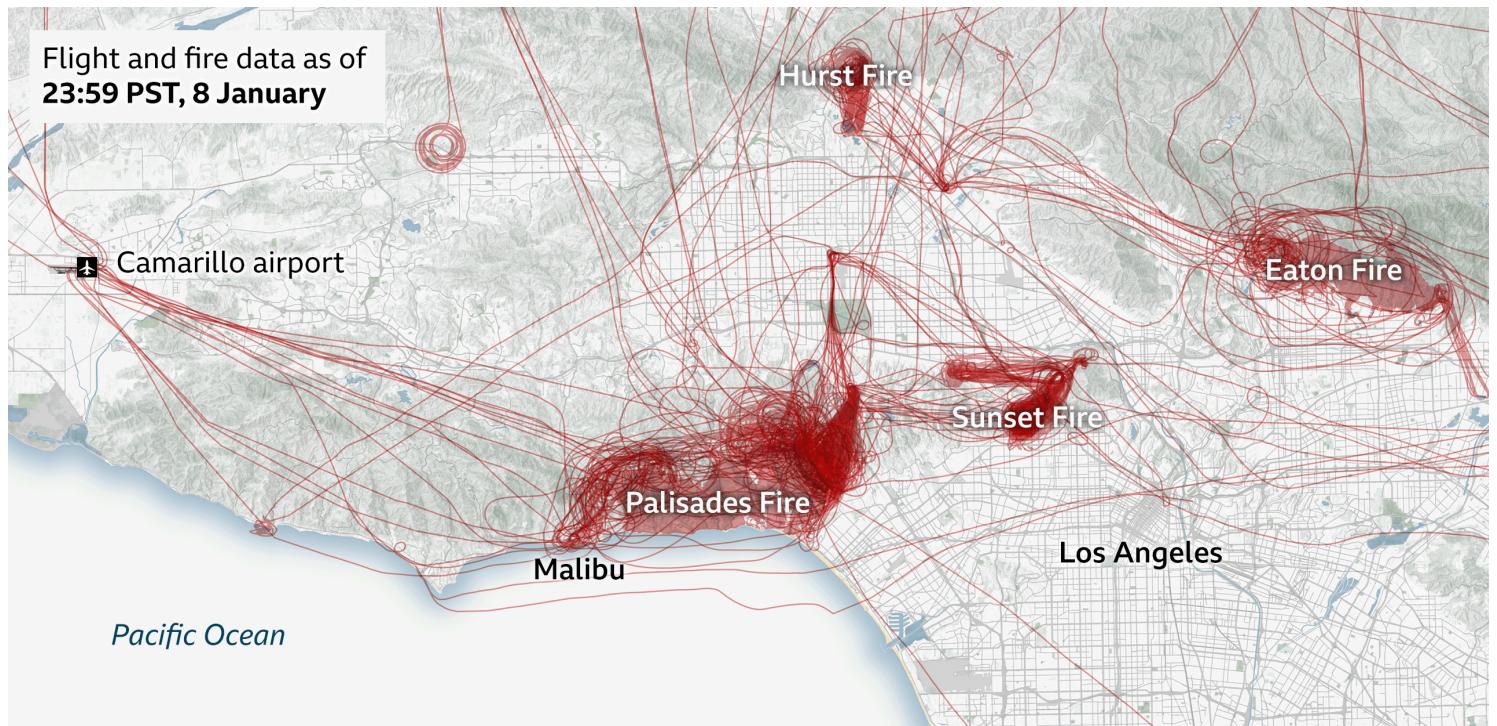


STEPHEN LAM/SAN FRANCISCO CHRONICLE VIA GETTY IMAGES



Everything below - from scrubland to houses and cars - is covered with a layer of pink retardant, which helps the ground crews with their task.

All those helicopters and planes descending on a relatively small area makes for some very, very busy airspace.

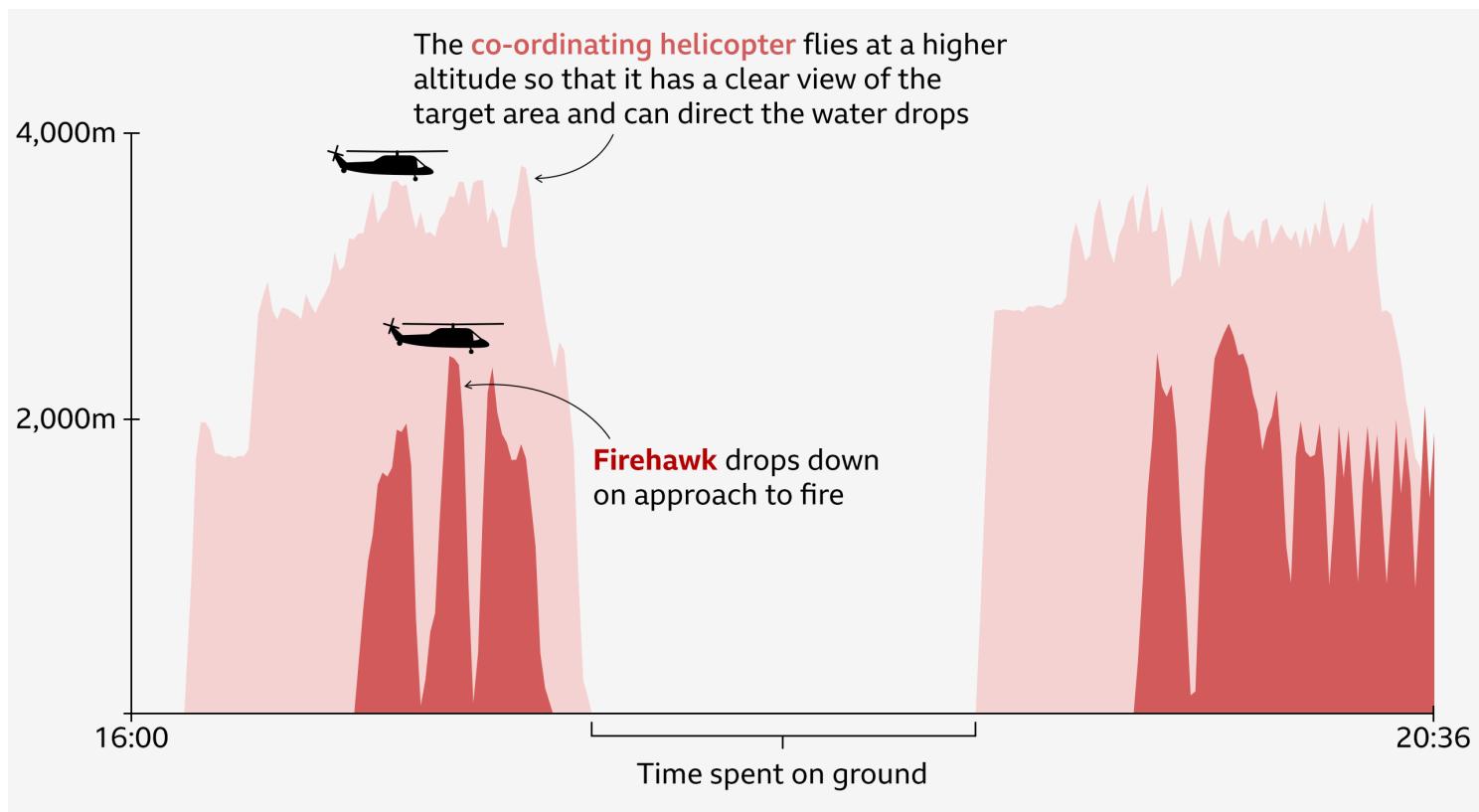


That's where Cal Fire captains like Williamson come in.

They hover a thousand feet above the fray in helicopters like the Bell 429. Cal Fire is using versions equipped with multiple AM and FM radios and night vision capabilities.

Digital screens in the cockpit allow the crew see all the other helicopters participating in the firefight. Bright lights illuminate their way at night. The craft is light and nimble, and powered by twin engines.

From up high, they can co-ordinate multiple aircraft to drop their water on the same target, extinguishing the flames for the ground team below.



The Cal Fire team has a particular affection for their Bell 429.

“This is the one I’ve been on since the beginning,” said Williamson. “It’s awesome. It’s a pretty rad helicopter.”



On Wednesday night, a week after the fire broke out, a fleet of Cal Fire and private helicopters sat glittering in the sunset at the Camarillo helibase as pilots and firefighters changed shifts.

They milled about, drinking coffee and catching up with their fellow firefighters, who had flown in from all over the state to assist Los Angeles. As night fell, they gathered around a detailed map of the Palisades to receive an update on conditions.

So far, the Palisades Fire had consumed nearly 24,000 acres and destroyed more than 2,800 structures. Eight people had died. But the fight seemed to have turned a corner.

With firefighters containing more and more of the Palisades Fire, the Cal Fire helicopter team was preparing for a far quieter evening. Though exhausted, they felt proud of what they accomplished that week.

“Mother Nature is hard to fight sometimes, but I think we were helpful in slowing down the spread and putting the fire out,” said Lane.



Credits

Produced and edited by Dominic Bailey, Camilla Costa, Pilar Tomas, Tom Finn, Paul Sargeant and Chris Clayton. Design by Gerry Fletcher, Kate Gaynor, David Blood and Lily Huynh. Development by Dan Smith and Giacomo Boscaini-Gilroy.

More on this story



[Maps and images reveal scale of LA wildfire devastation](#)



[Power lines, hikers, arson: What might have sparked LA's fires?](#)



[Before and after: How wildfires tore through LA](#)

Explore the BBC

[Home](#)

[Sport](#)

[Innovation](#)

[Travel](#)

[Video](#)

[News](#)

[Business](#)

[Culture](#)

[Earth](#)

[Live](#)

[Terms of Use](#)

[About the BBC](#)

[Privacy Policy](#)

[Cookies](#)

[Accessibility Help](#)

[Parental Guidance](#)

[Contact the BBC](#)

[BBC emails for you](#)

[Advertise with us](#)

Copyright © 2024 BBC. The BBC is not responsible for the content of external sites. [Read about our approach to external linking](#).

COUNTY OF VENTURA DEPARTMENT OF AIRPORTS

MOUNTAIN FIRE

BY JANETTE JAUREGUI



The morning of Wednesday, November 6th, found most of us in our normal weekday routines. Kids were in school. Their parents were at the office. Some were simply enjoying a morning inside their home to escape the high winds and the red flag warnings that the National Weather Service labeled as "a particularly dangerous situation."

No one who lived through the Thomas Fire in 2017 was ignorant to the damage those winds could cause. Still, we carried on with our mornings. After all, there were meetings to attend, errands to run, and to-do lists to tackle. It's safe to say that when news spread that a fire broke out on the mountainside in Somis that morning, we all held our breath. And though many of us experienced firsthand how

quickly the Thomas Fire ravaged through communities, there is no way we could have been fully prepared for the minutes, hours, and days ahead.

Trying to capture the devastation so many Ventura County residents experienced from what became the Mountain Fire, and the impact that devastation has had and will continue to have, is nearly impossible.

In the middle of that devastation are the footprints of the first responders who worked in some of the worst possible conditions to save lives and save homes that the fire had yet to reach. And on the hillsides covered with burn scars are the remnants of the phos-check drops by the aerial defense operations that flew almost around the clock until containment of the fire was under control.

Based at Camarillo Airport since 1971, the Ventura County Aviation Unit was literally in the backyard of the Mountain Fire. High winds made it difficult for aerial defense operations, but the Unit was still able to complete water drops, essentially flying through the entire first night to battle the flames.

Eventually joined by countless additional resources including Cal Fire, Coulson, and Santa Barbara, Montecito, Glendale, Orange County, and Burbank fire departments,



continued on next page

CALIFORNIA DEFENSE COMMUNITIES ALLIANCE

continued from previous page MOUNTAIN FIRE

containment of the fire, which burned nearly 21,000 acres, went from zero percent Thursday to 26 percent by Sunday. Seventeen aircraft were on hand at Camarillo Airport at the peak of the fire with aerial defense depending solely on helicopters. Conditions were simply too unsafe for fixed wing aircraft to fly. More than 2,200 emergency response personnel were both on the ground and in the air. The Ventura County Aviation Unit alone performed 300 water drops, which equates to 200,000 gallons of water. The high frequency of the drops, and the quick turnaround time of each aircraft between drops, was made possible by the close proximity of Camarillo Airport, which closed for the incident to become a full-fledged aerial defense response base for five days.

Having Camarillo Airport as a resource is a “game changer,” according to Ventura County Fire Battalion Chief, Nick Clearly, who served as Operations Chief for the Mountain Fire. He added that the logistics of having to move aircraft to a different, more distant airport to refuel, repilot, and maintain aircraft would have resulted in a significant loss of time.

“Camarillo Airport has been a fantastic resource,” said Ventura County Sheriff Sgt. Kelly Roark. “Quick turnaround for aircraft involved in firefighting is critical for public safety. Having a safe and secure location for personnel assigned to those aircraft is also very important.”

While the wildfires in Ventura County have made headlines nationally, it’s really the community’s response that is the story. The calls to action that are answered without hesitation. The doors left open for those who lost their home. The shelters that became available for animals. The clothing and food donations. The hand drawn thank you notes to firefighters from the child whose home was saved. And the simple act of a hug when you aren’t even sure yet of what it is you need.

Many of those stories will remain unknown. What we do know is that amid the uncertainty of a wildfire in Ventura County lies the certainty that a team of highly trained first responders is nearby to provide the sense of relief we all felt that first night of the Mountain Fire as we watched rig after rig drive toward the fire and heard the continuous hum of helicopter after helicopter providing aerial support.

In the end those affected most are neighbors, family members, colleagues and friends. And they are also the first responders who are on rigs or who are flying to stop a fire that robbed them of their own home.

The Department of Airports is a proud partner of the Ventura County Fire Department, Ventura County Sheriff’s Office and their collaborative effort to make it possible to have a locally based aviation unit. To learn more about the Ventura County Aviation Unit, visit venturasheriff.org.



AIRBORNE COMMAND & CONTROL SQUADRON (VAW) 117 RETURNS FROM DEPLOYMENT IN TIME FOR THE HOLIDAYS



POINT MUGU, Calif. (Dec. 14, 2024) The “Wallbangers” of Airborne Command & Control Squadron (VAW) 117 returned to their home base at Naval Base Ventura County (NBVC) Point Mugu, in time for the holidays, following a five-month deployment with Carrier Strike Group (CSG) 3, Abraham Lincoln CSG (ABECSG), to the U.S. 5th and 7th Fleet areas of operations, Dec. 14, 2024. Abraham Lincoln, flagship carrier of CSG-3, was underway conducting routine operations in the U.S. 5th and 7th Fleet areas of operations. NBVC is a strategically located Naval installation composed of three operating facilities: Point Mugu, Port Hueneme and San Nicolas Island. NBVC is the home of the Pacific Seabees, West Coast E-2D Hawkeyes, 3 warfare centers and 110 tenants. (U.S. Navy photo by Master-at-Arms 1st Class Jon Cason)



NEWS

Hughes Fire: Here's what to know about evacuations, smoke in Ventura County



cheri carlson

Ventura County Star

Published 2:05 p.m. PT Jan. 22, 2025 | Updated 9:59 a.m. PT Jan. 24, 2025

(This story has been updated with new information.)

Update: As of late Thursday morning, local authorities had lifted the remaining Ventura County evacuation warnings related to the Hughes Fire.

Ventura County authorities downgraded an evacuation order and lifted several warnings Thursday for areas in and around the town of Piru as a wildfire burning near Castaic Lake topped 10,000 acres.

Called the Hughes Fire, flames erupted around 10:30 a.m., quickly triggering evacuation orders in neighboring Los Angeles County and sending smoke billowing into local areas. Gusty north to northeast winds pushed the fire toward Interstate 5 and Ventura County.

By Thursday morning, the fire was 14% contained and thousands of firefighters were assigned to the blaze. The blaze had not crossed the county line, authorities reported.

A day earlier, the Ventura County Fire Department had shifted resources in case flames made a run into local areas, Deputy Fire Chief Chad Cook said.

"We have numerous folks that are actually out on Interstate 5," Cook said at the time. "They are right out at the fire, monitoring the situation in the event that it does happen to give us plenty of warning."

An operating base was set up at the Fillmore fire station, and local crews were expected to remain in place overnight, when the winds could pick up.

"They've hit it hard," Cook said of the firefighting effort. "But we are remaining vigilant in the event spot fires were to come across the 5 freeway and move toward the Ventura County

line."

Ventura County evacuation order, warning

On Wednesday, the Ventura County Sheriff's Office of Emergency Services issued an evacuation order and warnings for areas near the county line. Those stayed in place overnight out of an abundance of caution and because winds were expected to pick up, officials said.

As of 7:30 a.m. Thursday, authorities downgraded the evacuation order to a warning for a "sparsely populated" area along the eastern side of Lake Piru to the Los Angeles County border.

An additional evacuation warning was left in place for an area north of Highway 126 and east of Camulos, but all others were lifted. A warning means people should be prepared to leave, but the threat is not yet imminent.

Authorities urged residents pay attention to the possibility of changing conditions and to sign up for local emergency alerts at readyventuracounty.org/vc-alert/.

Ventura County Animal Services was providing emergency shelter for small animals and pets at its Camarillo shelter, 600 Aviation Drive.

Interstate 5 closes through the Grapevine

California Highway Patrol officials reported the 5 freeway was closed through the Grapevine because of the blaze.

All northbound lanes were closed at Highway 126 and southbound lanes were closed at Grapevine Road, according to the California Department of Transportation. A detour was available on the 126, but authorities urged drivers to avoid the area because of the amount of traffic caused by the closure.

At a 5 p.m. news conference, officials announced the 5 was expected to reopen Wednesday night.

Helicopters, planes fight the Hughes Fire

A dozen helicopters and other fixed-wing aircraft were dropping water and retardant on the Hughes fire Wednesday. The list included a fleet of 10 helicopters stationed at the Camarillo Airport while assigned to the Palisades Fire.

Additional firefighters, engines and aircraft had been positioned in Southern California this week because of Santa Ana winds and critical fire conditions. Some had remained assigned to the Palisades and Eaton fires that erupted in Los Angeles County during Santa Anas earlier this month.

Much of Ventura and Los Angeles counties remain under a red flag warning through Thursday. Winds could reach 40 to 60 mph overnight Wednesday into Thursday, according to the National Weather Service. As of 3:30 p.m., the agency reported gusts up to 42 mph and single-digit humidity near the Hughes Fire.

Lake Piru evacuates campground, day-use area

Officials reported the Lake Piru Recreation Area was being evacuated around 4:30 p.m. Wednesday.

Roughly three people had been fishing on the lake and several others were staying at campsites. They were asked to leave and the recreation was closed out of an abundance of caution, officials reported.

Ventura County issues air quality alert

Residents in Camarillo and Ventura reported falling ash from the blaze. The Ventura County Air Pollution Control District issued an air quality alert because of unhealthy conditions.

Smoke caused the Air Quality Index to fall into an unhealthy range in areas throughout the county, according to the agency. The smoke and ash can contain very small particles that can harm the lungs and heart, officials said.

As of Thursday, the air quality was forecast to be unhealthy in Camarillo, Fillmore, Oxnard, Piru, Port Hueneme and Ventura. The forecast showed unhealthy air for sensitive groups in the Conejo and Ojai valleys, Moorpark and Simi Valley, officials said.

Ventura County farmworkers can receive text and audio alerts when wildfire smoke increases the AQI to unhealthy and hazardous levels. To sign up, text “SMOKE” for English or “HUMO” for Spanish, Mixteco and Zapoteco messages to 855-522-0034.

In case of smoke and unhealthy air, Ventura County Public Health officials recommended residents:

Stay indoors as much as possible, preferably in a room with an indoor air filtration device.

Close all windows and doors that lead outside unless it is extremely hot.

Operate home and car air conditioners in recycle or recirculation mode.

Avoid strenuous outdoor activity. If you must work outside, wear a properly fitted N95 mask.

More information about the fire is available at vcemergency.com. Real-time air quality information is available at fire.airnow.gov.

Cheri Carlson covers the environment and county government for the Ventura County Star. Reach her at cheri.carlson@vcstar.com or 805-437-0260.



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

January 22, 2025

Via email:
Mr. Roland Fogel
Operations Officer
SoCal Wing
Commemorative Air Force

**RE: Conceptual Approval of the Proposed Modular Building Layout Located at
Camarillo Airport; DR 25-01**

Dear Roland:

Thank you for submitting initial drawings for the proposed modular building layout located at the Camarillo Airport. We appreciate your patience as we reviewed your plan and drawings.

Please accept this letter as conceptual approval for the new modular classroom layout drawings provided to the Department of Airports (DOA) on November 14, 2024. **This letter provides approval in concept only** and does not guarantee that the improvements may be built as proposed. Further review and approval of plans by the DOA and other permitting agencies, may be necessary before the DOA provides final project approval.

This letter will allow you to submit plans to the County of Ventura, Building and Safety offices and other approving agencies. However, submission of a separate and final project review and approval letter from the DOA will be required prior to the issuance of any permits by them.

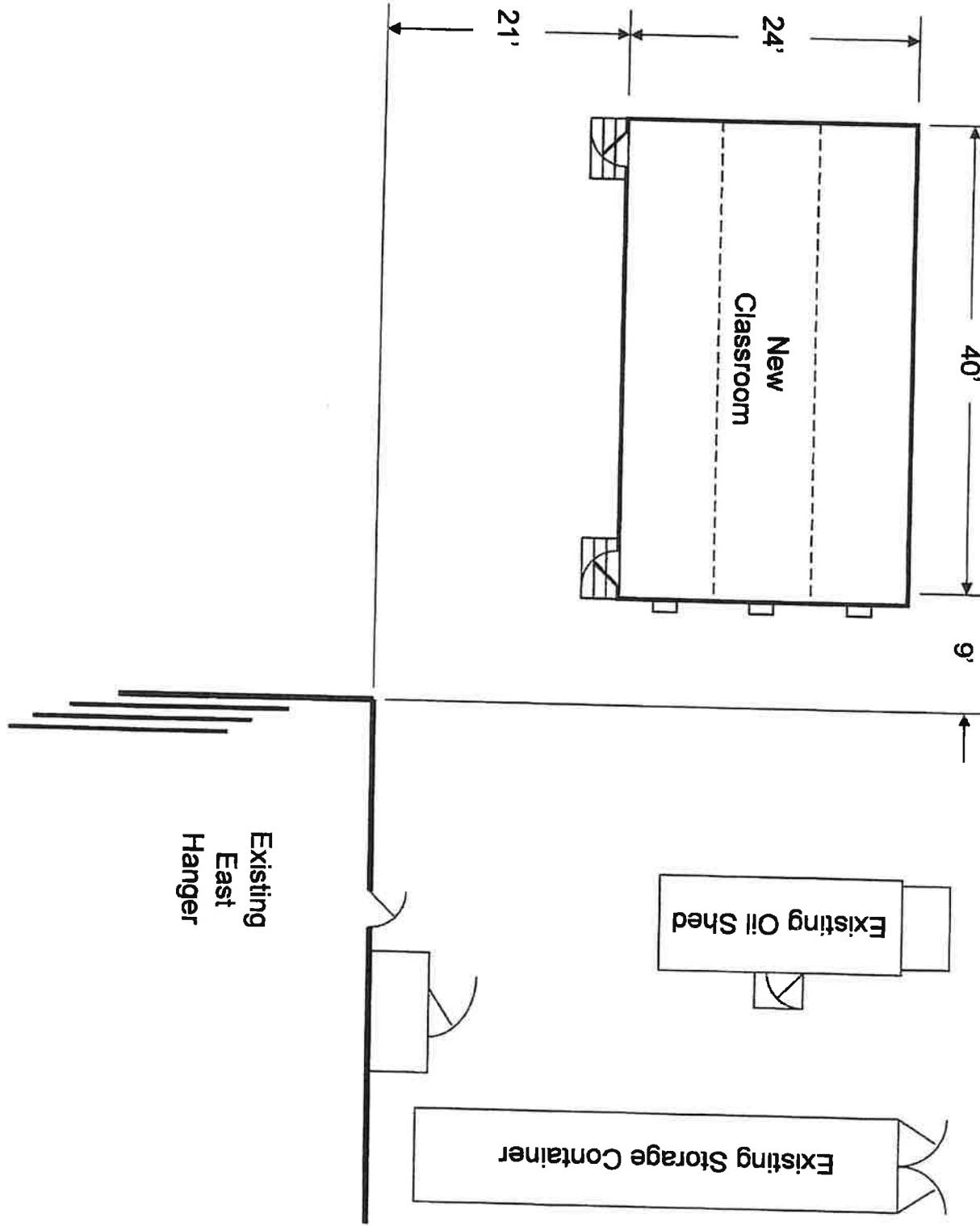
If you have any questions or wish to discuss this matter, please email me at sujin.beck@ventura.org.

Sincerely,

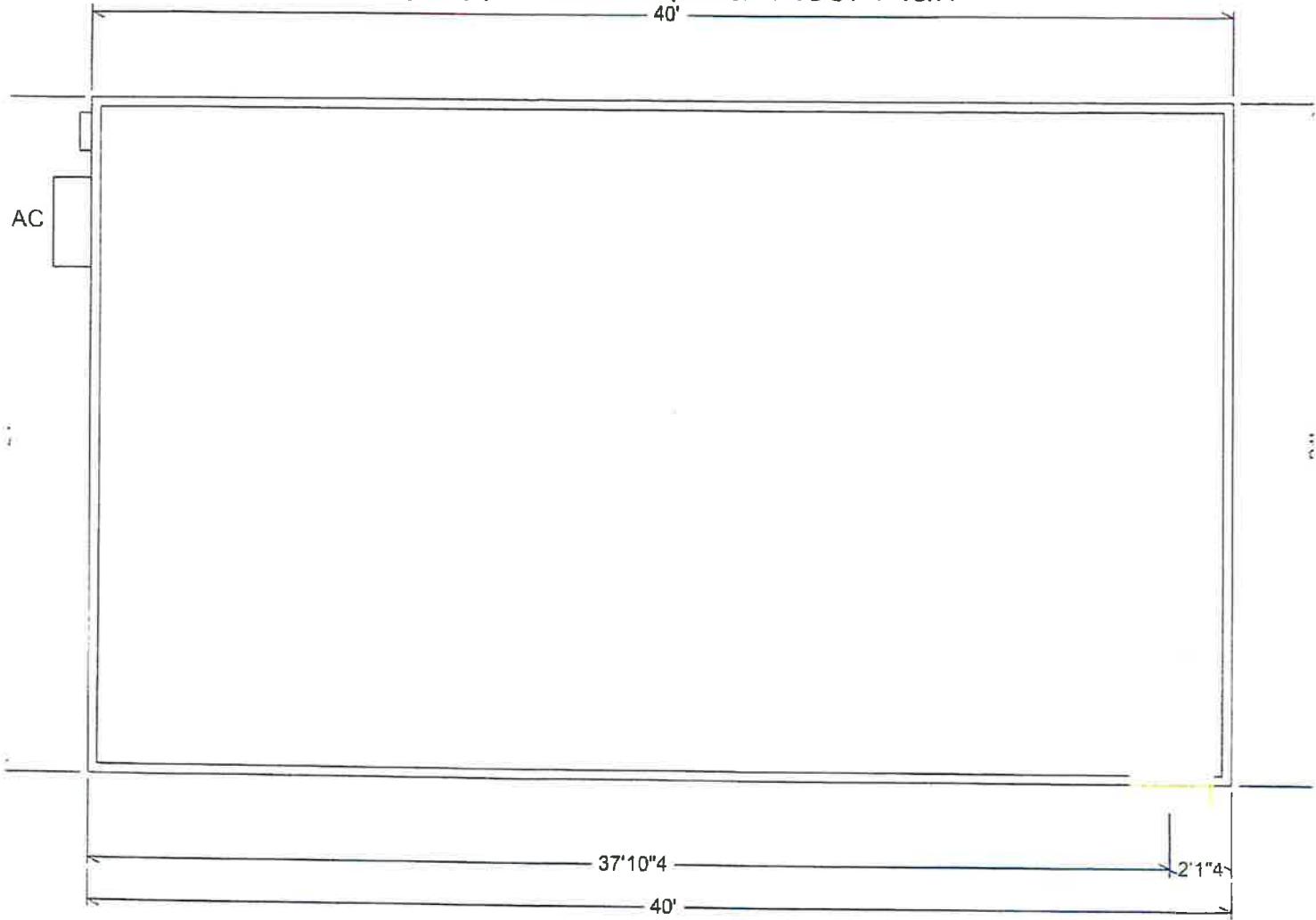
Sujin Beck

Sujin Beck
DOA Project Specialist

Cc: Keith Freitas, Director of Airports
Dave Nafie, Deputy Director of Airports
Erin Powers, Projects Administrator
Madeline Herrle, Lease Manager
File



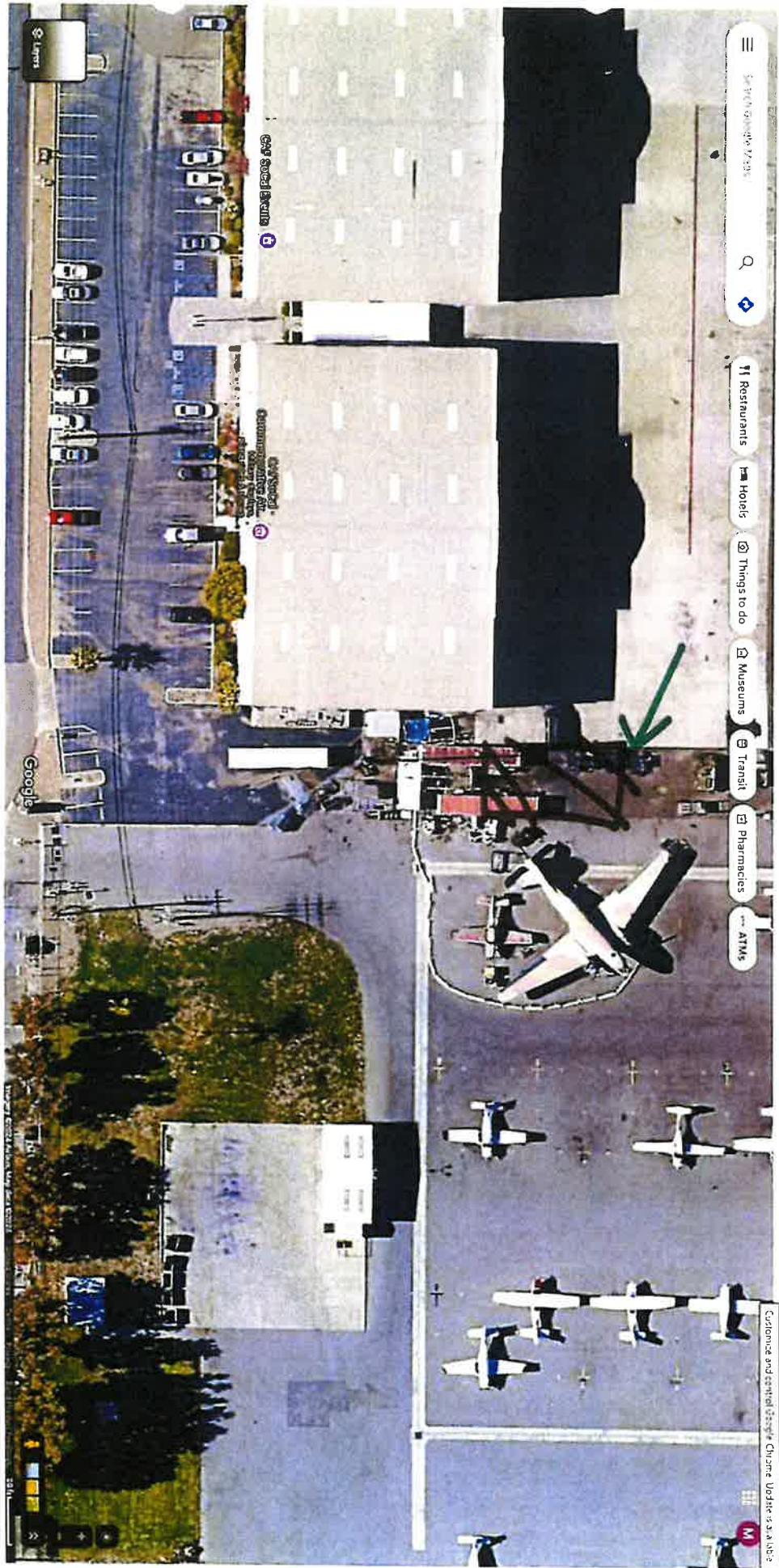
40x24 Conceptual Floor Plan



***ALL DOOR LOCATIONS, WINDOW LOCATIONS AND MEASUREMENTS ARE APPROXIMATE**

LIVING AREA
960 sq ft

SIGNATURE _____ DATE _____



LOCAL

Dogs take to the air to ease overcrowding at Ventura County shelters



Ernesto Centeno Araujo

Ventura County Star

Published 1:33 p.m. PT Jan. 29, 2025 | Updated 4:43 p.m. PT Jan. 29, 2025

A transport plane loaded with 37 dogs departed from the Camarillo Airport to a shelter in Wisconsin Tuesday morning to help ease overcrowded conditions at the county's animal shelters.

Ventura County Animal Services partnered with the Humane Society of the United States to take as many dogs as they could fit into a specially modified plane operated by Wings of Rescue, a nonprofit that specializes in transporting animals from crowded shelters to facilities with more demand, said Randy Friedman, spokesperson for county animal services.

The transport brought the dogs to the Humane Animal Welfare Society shelter in Waukesha County. The dogs had to meet certain criteria including a no-bite record, up-to-date vaccinations and input from the Wisconsin facility.

"We reached 142% capacity in our dog kennels last week, so we are very excited that this rescue transport effort has come together," said Esteban Rodriguez, director of county animal services, in a news release.

The effort came after a free adoption event was held from Jan. 16-19 to reduce the number of dogs at the county's facilities in Camarillo and Simi Valley. The event helped find new homes for 43 dogs and lowered capacity to 104% for both locations.

Shelter officials believe the canine surge was partly fueled by prolonged Santa Ana wind conditions.

High winds that knocked down fences and gates led to an increase in dogs turned into shelters, Friedman said. The agency sees an average of 25 animals turned into the shelter system daily, he added.

Although fires recently raged in Los Angeles County, no animals from those shelters made their way into Ventura County's system, he said.

For more information about Ventura County Animal Services, including dogs, cats and other critters available for adoption, visit www.vcas.us.

Ernesto Centeno Araujo covers breaking news for the Ventura County Star. He can be reached at ecentenoaraujo@vcstar.com.



COUNTY of VENTURA

Department of Airports

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

February 5, 2025

Matt Johnston

RE: Future Fuel Farm at OXR and decommissioning existing UST

Dear Matt:

This is just a follow-up to our meeting last month on January 9 with Charlie McLaughlin and you, together with our Dept of Airports group (Keith, Dave, Erin, Sujin and myself) to discuss the removal of the existing underground fuel tanks at Oxnard Airport, its timeline, and the location and construction of a new fuel farm area.

Various possible sites of locating a fuel facility were discussed, to be capable of hosting 4 fuel tanks, with operational capability of access for fueling trucks (ingress and egress), access into the airfield and ease of transit to customers without airfield impact.

The site that is currently identified on the existing ALP west of Executive Hangars West facility and in the southwest corner of the airfield was the consensus as the logical location and the parties recognized that a private party can construct the improvements more cheaply than Dept of Airports; you had indicated interest in managing the construction as you also want to accelerate the installation and potentially propose a self-serve facility.

. Two development options were discussed:

1. Airport identifies the site and pays for the permitting, design, and construction of the pad. Operators then install their own tanks.
2. Airport identifies the site and the two FBOs (or one of the FBOs) design, permit, and construct the pad and install the tanks.

Keith noted the goal of the Dept of Airports is to have a new system up and operational by July, 2027 and it was made clear that the schedule is controlled by Airport with a deadline to **discontinue use of the UST farm by July 1, 2027**.

Matt Johnston
February 5, 2025
Page two

Timeline:

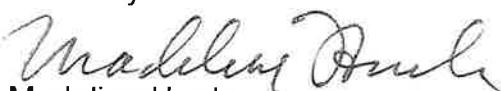
Airports will engage a consultant on July 1, 2025 to prepare a preliminary design to a 30% completion (6 month duration) to include preliminary drawings and utilities requirements; at that point (December 2025) you and/or Charlie will have an opportunity to takeover and run with the project to complete the final design to include environmental clearance (Ventura County is lead agency so possible Airports will do this part) . If you or Charlie don't decide to pursue the construction, then Airports will allocate another 6 months to finalize the design work as noted above, also to include "down stream" effects such as storm water offsets, and have documents ready for bidding by July 2026.

Airports would estimate bidding the project at that point which would take 30-45 days, prepare documents for Board of Supervisors approval, to be able to execute the construction contract by November 2026.

We hope this lays out the timeline/schedule so we can all work towards the same deadlines concerning the removal of the underground tanks and standing up the new facility.

Please let me know if you have additional comments and we appreciate your participation in this process.

Sincerely


Madeline Herrle
Lease Manager



COUNTY of VENTURA

Department of Airports

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

February 5, 2025

Charlie McLaughlin

RE: Future Fuel Farm at OXR and decommissioning existing UST

Dear Charlie:

This is just a follow-up to our meeting last month on January 9 with Matt Johnston and you, together with our Dept of Airports group (Keith, Dave, Erin, Sujin and myself) to discuss the removal of the existing underground fuel tanks at Oxnard Airport, its timeline, and the location and construction of a new fuel farm area.

Various possible sites of locating a fuel facility were discussed, to be capable of hosting 4 fuel tanks, with operational capability of access for fueling trucks (ingress and egress), access into the airfield and ease of transit to customers without airfield impact.

The site that is currently identified on the existing ALP west of Executive Hangars West facility and in the southwest corner of the airfield was the consensus as the logical location and the parties recognized that a private party can construct the improvements more cheaply than Dept of Airports; Matt indicated interest in managing the construction as he also wants to accelerate the installation and potentially propose a self-serve facility.

. Two development options were discussed:

1. Airport identifies the site and pays for the permitting, design, and construction of the pad. Operators then install their own tanks.
2. Airport identifies the site and the two FBOs (or one of the FBOs) design, permit, and construct the pad and install the tanks.

Keith noted the goal of the Dept of Airports is to have a new system up and operational by July, 2027 and it was made clear that the schedule is controlled by Airport with a deadline to **discontinue use of the UST farm by July 1, 2027**.

Charlie McLaughlin
February 5, 2025
Page two

Timeline:

Airports will engage a consultant on July 1, 2025 to prepare a preliminary design to a 30% completion (6 month duration) to include preliminary drawings and utilities requirements; at that point (December 2025) Matt and/or you will have an opportunity to takeover and run with the project to complete the final design to include environmental clearance (Ventura County is lead agency so possible Airports will do this part) . If you or Matt don't decide to pursue the construction, then Airports will allocate another 6 months to finalize the design work as noted above, also to include "down stream" effects such as storm water offsets, and have documents ready for bidding by July 2026.

Airports would estimate bidding the project at that point which would take 30-45 days, prepare documents for Board of Supervisors approval, to be able to execute the construction contract by November 2026.

We hope this lays out the timeline/schedule so we can all work towards the same deadlines concerning the removal of the underground tanks and standing up the new facility.

Please let me know if you have additional comments and we appreciate your participation in this process.

Sincerely



Madeline Herrle
Lease Manager



March 7, 2025

Coffman Associates, Inc.
Attn: Matt Quick
[REDACTED]

**Subject: Notice of Contract Termination
Camarillo Airport - Approach and Procedure Analysis
AEA No. 25-06**

Dear Mr. Quick,

Your sub-consultant, LEAN Corporation (LEAN) recently experienced significant personnel changes related to the contracted work. We appreciated Coffman and LEAN's participation in a reintroduction of the new team to the consultant selection panel. However, the panel felt the project would be better supported by another firm. The change was driven by the fact that this is a high priority project for Ventura County and their community members.

Per Paragraph 7 of the contract, the County is electing to terminate the contract and is hereby providing the required written notice. Please provide our team with a final invoice for any outstanding charges accumulated to date. Additionally, we request per Paragraph 8, all computations, plans, correspondence and other pertinent data gathered or computed by LEAN for this particular project prior to this termination notice.

Coffman continues to be a good partner, and we look forward to working together on other projects in the future.

Sincerely,

Erin Powers

Erin Powers
Projects and Programs Administrator