



SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS

Thursday
November 14, 2024

Administration Building
Airport Boardroom
6:00 P.M.

REGULAR MEETING
A G E N D A

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Moreno, Adams, Brown, Clayton, Baskett

1. MINUTES OF THE REGULAR MEETING HELD OCTOBER 24, 2024
2. COMMITTEE REPORT(S):
 - a) EXECUTIVE
 - b) ADMINISTRATION & FINANCIAL
 - c) SAFETY & SECURITY
 - d) REAL ESTATE
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT
 - f) GOVERNMENT AFFAIRS
 - g) MARKETING & PROMOTIONS
 - h) GENERAL AVIATION
3. GENERAL MANAGER'S REPORT
4. MANAGER OF FINANCE & ADMINISTRATION REPORT
 - a) Demand Register
5. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

6. INTRODUCTION OF LAND TRUST FOR SANTA BARBARA COUNTY AND UPDATE ON CONSERVATION EASEMENT UNDER SETTLEMENT AGREEMENT WITH FWS/CDFW.
7. AUTHORIZATION FOR THE GENERAL MANAGER TO FULFILL THE FIRST PAYMENT OF \$50,000.00 TO UCLA FOR THE CTS POPULATION MANAGEMENT: CONTROLLED PROPAGATION AS PART OF THE SETTLEMENT AGREEMENT WITH FWS/CDFW.
8. PRESENTATION BY HAYLEY MASCHERONI, HAUTE SOCIAL BY HAYLEY, REGARDING SOCIAL MEDIA MARKETING FOR THE SANTA MARIA PUBLIC AIRPORT DISTRICT.
9. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE GROUND LEASE FOR THE SELF-SERVICE FUEL FACILITY BETWEEN THE DISTRICT AND THE CENTRAL COAST JET CENTER.
10. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE TWENTY EIGHTH AMENDMENT OF LEASE BETWEEN THE DISTRICT AND CJJ FARMING.
11. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND RRM DESIGN GROUP FOR THE SANTA MARIA AIRPORT BUSINESS PARK LOT LINE ADJUSTMENT.
12. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND RRM DESIGN GROUP FOR ON-CALL LAND USE PLANNING SERVICES.
13. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND RRM DESIGN GROUP FOR OPEN SPACE PARCEL REZONING.
14. AUTHORIZATION FOR THE GENERAL MANAGER TO PURCHASE ADDITIONAL CAMERAS AND LICENSE PLATE READERS FOR THE TERMINAL PARKING LOTS, TERMINAL DRIVE, AND HANGAR STREET.
15. AUTHORIZATION FOR THE GENERAL MANAGER TO PURCHASE F3 FOAM FOR TWO ARFF TRUCKS TO STAY COMPLIANT WITH THE FAA CERTIFICATION.
16. CLOSED SESSION. The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)
 - b) Conference with Real Property Negotiators: Property: 3015 & 3025 Airpark Drive, Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Negotiating parties: Santa Maria Museum of Flight. Under negotiation: Price and terms of payment. (Gov. Code Section 54956.8)
17. DIRECTORS' COMMENTS.
18. ADJOURNMENT.

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD October 24, 2024

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Adams, Brown, Clayton, and Baskett. General Manager Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung. President Moreno was absent.

1. MINUTES OF THE REGULAR MEETING HELD September 26, 2024. Director Baskett made a Motion to approve the minutes of the regular meeting held September 26, 2024. Director Clayton Seconded, and it was carried by a 4-0 vote.
2. COMMITTEE REPORT(S):
 - a) EXECUTIVE – The committee met to set the agenda. They also met for a joint meeting in Santa Barbara to discuss the Semco Tool contamination.
 - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
 - c) SAFETY & SECURITY – No meeting scheduled.
 - d) REAL ESTATE – The committee met with the City to discuss the Well 6 Intertie. They also met to discuss various leases.
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
 - f) GOVERNMENT AFFAIRS – No meeting scheduled.
 - g) MARKETING & PROMOTIONS – No meeting scheduled.
 - h) GENERAL AVIATION – No meeting scheduled.
3. GENERAL MANAGER’S REPORT: General Manager Pehl updated the Board on the California Airports Council conference he attended. He spoke about the Santa Maria Valley Chamber of Commerce Awards Gala which the Board attended. He notified the Board of a date change for the Planning Commission’s review of the “A” Street Re-zone project. He submitted the Airport Capital Improvement Plan to the FAA. He updated the Board that the initial settlement agreement payment has been paid. Mr. Pehl, alongside Erik Justesen, RRM, will be presenting at the Economic Development Commission meeting on October 25th to discuss the settlement agreement and the economic development opportunities.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 073081 through 073146 in the amount of \$355,328.78, was recommended for approval as presented. Director Brown made a Motion to accept the Demand Register as presented. Director Clayton Seconded, and it was carried by a 4-0 vote.
 - b) Budget to Actual. Received and filed.

- c) Delinquent Tenant. Received and filed.
- d) Financial Statements. Received and filed.
- e) Quarterly Investment Report. Received and filed.

5. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

Alice Patino, Mayor, City of Santa Maria, congratulated the Board on the successful reestablishment of U.S. Customs at the Santa Maria Airport. This achievement positions Santa Maria as a leader in General Aviation and reinforces the Airports commitment to advancing aviation capabilities and reducing congestion over the LA basin. This will pave the way for Santa Maria to accommodate more direct service to international destinations. This will expand Santa Maria's economic activity and potential. She congratulated and thanked the Board.

Mari Stewart, a tenant, opposed the U.S. Customs building. She expressed her opinion that it is not needed right now, especially after hearing the significant costs associated. She referred to financial statements that show we do not have the money to support Customs for the next 10-15 years.

- 6. Presentation by Jamie Foxen, Simple Rae Social, regarding social media marketing for the Santa Maria Public Airport District.
- 7. Presentation by Tom Widroe, regarding U.S. Customs. John Smith, Tartaglia Engineering, discussed the remodel project and provided updates on the construction status. Mr. Widroe discussed the history and the future of the facility.
- 8. Authorization for the President and Secretary to execute the Service Agreement between the District and Controlled Key Systems, Inc. for the Physical Access Control, Video Surveillance, and Intrusion Detection Systems Installation for the U.S. Customs Building located at 3335 Corsair Circle, Santa Maria, CA 93455. This item was tabled until a later meeting.
- 9. Authorization for the President and Secretary to execute the Third Amendment of Service Agreement between the District and Ravatt Albrecht & Associates, Inc., for the U.S. Customs Building Remodel. Director Baskett made a Motion to approve. Director Brown Seconded, and it was carried by a 4-0 vote.
- 10. Authorization for the President and Secretary to execute the First Amendment of Service Agreement between the District and Tartaglia Engineering for the U.S. Customs Building Upgrades. Director Baskett made a Motion to approve. Director Brown Seconded, and it was carried by a 4-0 vote.
- 11. Authorization for the President and Secretary to execute the Grant of Easement for water purposes to the City of Santa Maria and Abandonment of Easement for water purposes related to Well Site 6. Director Baskett made a Motion to approve. Director Clayton Seconded, and it was carried by a 4-0 vote.

12. Authorization for the President and Secretary to execute the Consulting Service Agreement between the District and Tartaglia Engineering for the Taxiway Charlie Storm Drain Repair & Main Hangar Drainage Improvements. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by a 4-0 vote.
13. Authorization for the award of the Taxiway Charlie Storm Drain Repair & Main Hangar Drainage Improvements to The JF Will Company and Authorization for the President and Secretary to execute the Contract between the District and The JF Will Company for the Taxiway Charlie Storm Drain Repair & Main Hangar Drainage Improvements subject to District Counsel's review and approval. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by a 4-0 vote.
14. Resolution 940. A Resolution of the Board of Directors of the Santa Maria Public Airport District establishing a policy for changes to Rates & Charges for District hangars and storage units. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by the following vote. Directors Adams, Clayton, and Brown voted "Yes". Director Baskett voted "No".

Chase Pietenpol, member of the Friends of Santa Maria Airport, appreciated the Resolution. Disappointed that the fees will be increased by CPI each year.

15. Resolution 941. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting the Title VI Program for the Santa Maria Public Airport District. Director Baskett made a Motion to approve. Director Clayton Seconded, and it was carried by the following vote. Directors Adams, Brown, Clayton, and Baskett voted "Yes".

Prior to recess the Board allowed a member of the public to speak.

Fons Aldenzee, Windset Farms, ecstatic to see U.S. Customs is going to be available to them as they have frequent trips from Canada. Windset Farms has pledged to contribute \$50,000.00 to the operation. Grateful to the Board of Directors for their vision and thanked them for making it happen.

RECESS: At 7:01 p.m.

Return to OPEN SESSION: At 7:13 p.m. The Board and staff reconvened to Open Session.

16. Closed Session. At 7:13 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379).

At 7:30 pm., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

17. Directors' Comments. Director Baskett would like to see the rent increases reversed. He would also like to see the Board meetings aired live. He asked for an update on the Radisson and solar leases. He is happy to hear the Mayor supporting Customs.

Director Clayton stated the Airport is headed in the right direction.

Director Brown stated the Airport is headed in the right direction and Customs will be a good thing for the airport. He reminded everyone to vote in the upcoming election.

Director Adams thanked everyone for attending.

18. Adjournment: Vice President Adams asked for a Motion to adjourn to a Regular Meeting to be held on November 14, 2024, at the regular meeting place. Director Clayton made that Motion, Director Baskettt Seconded, and it was carried by a 4-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:35 p.m. on October 24, 2024.

Ignacio Moreno, President

Steven Brown, Secretary

2024-2025

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 073147 to 073198 and electronic payments on Pacific Premier Bank and in the total amount of \$802,902.89.

MARTIN PEHL
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 073147 to 073198 and electronic payments on Pacific Premier Bank in the total amount of \$802,902.89 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF NOVEMBER 14, 2024.

STEVE BROWN
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73147	10/24/2024	Advanced Cable Systems	\$1,848.58	Terminal Maintenance
* 73148	10/24/2024	American Assn of Airport Exec	\$495.00	Digicast 1/1/25 - 3/31/25
* 73149	10/24/2024	Armstrong's Lock and Key	\$999.63	Hangar Maintenance
* 73150	10/24/2024	AT&T	\$146.96	Telephone Service
* 73151	10/24/2024	B&B Steel & Supply of SM	\$48.94	Fencing and Gates
* 73152	10/24/2024	City Motors Towing, Inc.	\$135.00	Vehicle Maintenance
* 73153	10/24/2024	City of Santa Maria-Util Div	\$12,491.76	Utilities - Water
* 73154	10/24/2024	Comcast Business	\$2,216.60	Internet Service
* 73155	10/24/2024	Consolidated Electrical Distributors, Inc.	\$279.39	Lighting Maintenance
* 73156	10/24/2024	Dan Nicosia	\$425.00	Tenant Refund
* 73157	10/24/2024	Federal Express	\$25.95	Shipping Services
* 73158	10/24/2024	Gsolutionz, Inc.	\$406.94	Voice Svcs 9/22/24 - 10/21/24
* 73159	10/24/2024	Hayward Lumber Company	\$57.31	Hangar Maintenance
* 73160	10/24/2024	Home Depot	\$78.00	Fencing and Gates
* 73161	10/24/2024	J B Dewar, Inc	\$839.15	Unleaded/Diesel Fuel
* 73162	10/24/2024	Jack's All American Plumbing	\$1,028.84	Terminal Maintenance
* 73163	10/24/2024	Letters, Inc.	\$48.00	Car Wash
* 73164	10/24/2024	LSC Communications	\$40.61	FAA Publications
* 73165	10/24/2024	McMaster-Carr	\$434.79	Fencing and Gates
* 73166	10/24/2024	Mission Linen Service	\$278.64	Uniform Service
* 73167	10/24/2024	Napa Auto Parts	\$77.76	Vehicle Maintenance
* 73168	10/24/2024	Pacific Telemanagement Services	\$343.00	Pay Phone Svcs - Terminal
* 73169	10/24/2024	Pastusak, Thomas	\$95.00	Tenant Refund
* 73170	10/24/2024	Pillar EHS Solutions, Inc.	\$1,540.20	Terminal Maintenance
* 73171	10/24/2024	Quinn Company	\$917.14	Airfest - Water Truck
* 73172	10/24/2024	Sousa Tire Service, LLC	\$131.46	Vehicle Maintenance
* 73173	10/24/2024	Specialty Distributors, Inc.	\$347.55	Shop Supplies
* 73174	10/24/2024	White Cap, L.P.	\$924.09	Weed/Wildlife Maintenance
* 73175	10/31/2024	Adamski Moroski	\$6,750.83	Legal Counsel Services
* 73176	10/31/2024	Airports Council International-NA	\$1,923.00	2025 Airport Membership Dues
* 73177	10/31/2024	AT&T	\$130.41	Telephone Service
* 73178	10/31/2024	Avsurance Corporation	\$17,763.00	Airport Liability Insurance - Annual
* 73179	10/31/2024	Bartlett, Pringle & Wolf	\$10,129.58	Acumatica - Annual Subscription
* 73180	10/31/2024	Bedford Enterprises, Inc.	\$303.66	Hangar Maintenance
* 73181	10/31/2024	Bomar Security & Investigation	\$10,405.79	Security Service
* 73182	10/31/2024	Calif. Special Districts Assoc	\$9,073.00	2025 CSDA Membership Renewal
* 73183	10/31/2024	City of Santa Maria	\$1,133.69	Construction Meter Fees
* 73184	10/31/2024	City of Santa Maria	\$248,530.00	ARFF Services (July- Sept 2024)
* 73185	10/31/2024	Constantine, Carl	\$404.00	Tenant Refund
* 73186	10/31/2024	Heath, Ray	\$3,575.20	Consulting Services - Contingencies

Santa Maria Public Airport District

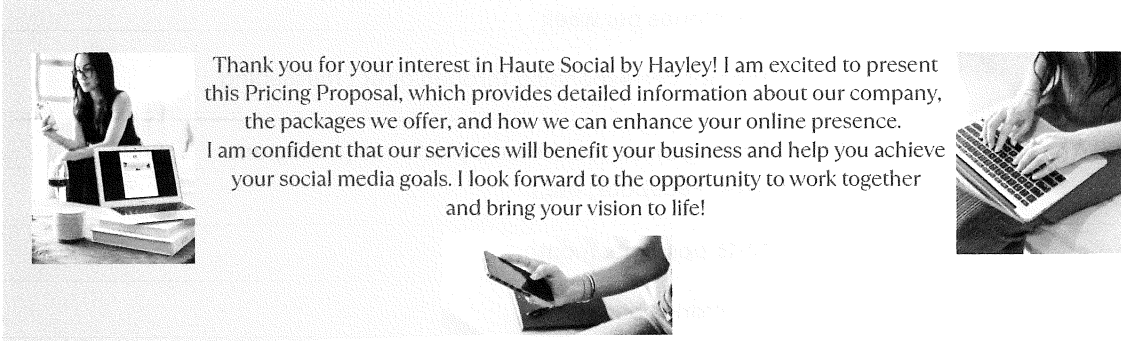
Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73187	10/31/2024	Interstate Batteries	\$163.07	Vehicle Maintenance
* 73188	10/31/2024	J B Dewar, Inc	\$2,899.58	Dyed Diesel Tankwagon
* 73189	10/31/2024	Limotta Internet Technologies	\$576.00	Cabling - Labor Hours
* 73190	10/31/2024	McMaster-Carr	\$140.86	Terminal Maintenance
* 73191	10/31/2024	Mead & Hunt, Inc.	\$7,500.00	Airport Consulting Service
* 73192	10/31/2024	Newton Construction & Mgmt., Inc	\$328,700.00	US Customs
* 73193	10/31/2024	Outdoor Supply Hardware	\$247.62	Shop Supplies
* 73194	10/31/2024	Ravatt Albrecht & Associates	\$129.40	SMX Customs Building Remodel
* 73195	10/31/2024	RRM Design Group	\$14,402.65	Spec Plan Amend/Parcel Rezoning
* 73196	10/31/2024	SBCCSDA	\$40.00	Special District Dinner Meeting
* 73197	10/31/2024	Sy Tech Solutions	\$4,200.00	Annual Docs Mngmt System
* 73198	10/31/2024	White Cap, L.P.	\$242.43	Weed/Wildlife Maintenance
		Subtotal	<u>\$696,065.06</u>	
ACH	10/22/2024	CalPers	\$7,326.92	Employee Retirement
ACH	10/23/2024	Frontier Communications	\$1,025.50	Telephone Service
ACH	10/24/2024	Paychex	\$30,070.07	Payroll
ACH	10/24/2024	Paychex	\$8,226.72	Payroll Taxes
ACH	10/24/2024	Clark Pest Control	\$3,240.75	Weed/Wildlife Abatement
ACH	10/25/2024	Paychex	\$209.20	Paychex Invoice
ACH	10/25/2024	Amazon Capital Services	\$134.98	Office Supplies
ACH	10/28/2024	Empower Retirement	\$5,260.99	Employee Paid Retirement
ACH	10/28/2024	Umpqua Bank	\$7,643.49	Office Equipment, Advertising, Computer Software
ACH	10/28/2024	Paychex	\$357.03	Payroll
ACH	10/28/2024	Paychex	\$10.50	Payroll Taxes
ACH	10/29/2024	Paychex	\$192.68	Paychex Invoice
ACH	10/29/2024	Collective Communications	\$15,000.00	Collective Strategies
ACH	10/30/2024	Amazon Capital Services	\$129.41	Storm Water Testing
ACH	10/31/2024	Frontier Communications	\$268.32	Telephone Service
ACH	10/31/2024	Principal	\$2,739.07	Employee Dental/Life/Disability Insurance
ACH	10/31/2024	Aflac	\$204.24	Employee Voluntary Insurance
ACH	10/31/2024	CA Dept of Tax and Fees	\$139.00	Sales and Use Tax
ACH	11/1/2024	CalPers	\$16,846.00	Unfunded Liability
ACH	11/4/2024	Ultrex	\$20.33	Equipment Lease - Usage Charge
ACH	11/4/2024	Ready Refresh	\$439.10	Water Delivery
ACH	11/5/2024	CalPers	\$7,353.53	Employee Retirement

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
		Subtotal	<u>\$106,837.83</u>	
		Total	<u><u>\$802,902.89</u></u>	



Thank you for your interest in Haute Social by Hayley! I am excited to present this Pricing Proposal, which provides detailed information about our company, the packages we offer, and how we can enhance your online presence. I am confident that our services will benefit your business and help you achieve your social media goals. I look forward to the opportunity to work together and bring your vision to life!

About Us

At Haute Social, we turn your business vision into a captivating social media presence. In today's digital age, where everyone is constantly connected, having a standout social media profile is crucial for your success. With over 7 years of experience, we specialize in crafting professional, unique, and engaging content tailored to your brand's needs. From content creation and posting to strategic curation, we're here to ensure your social media reflects your business's personality and drives results. Let us help you transform your online presence together and make your brand shine!

Scope of Work

Services

- SOCIAL MEDIA MARKETING
- CONTENT CREATION
- SOCIAL MEDIA MANAGEMENT
- SOCIAL MEDIA EDUCATION
- EVENT CONTENT CREATION
- REBRANDING
- CONSULTING

Product or Service	What is Included:	Total Price
<u>BASIC PACKAGE</u>	<ul style="list-style-type: none"> • Posting on 1-2 social media platforms • 8-10 posts per month • 2-4 stories per week • Prompt corresponding through direct messaging 	\$295 per month
<u>STANDARD PACKAGE</u>	<ul style="list-style-type: none"> • Posting on all social media platforms (Instagram, Tiktok, Facebook, etc.) • 12-16 posts per month • 5-7 stories per week • Prompt corresponding through direct messaging on all platforms • Monthly Analytic Updates • Optional** Search Engine Optimization pricing TBD 	\$495 per month
<u>PREMIUM PACKAGE</u>	<ul style="list-style-type: none"> • Posting on all social media platforms • Up to 20 posts per month • Up to 20-25 stories per month • Prompt corresponding through direct messaging on all platforms • Content planning with Content Calendar, Content Creation (reels/tiktoks) & Photo Shoot/ Videography Coordination • Monthly Analytic Updates • Optional** Search Engine Optimization pricing TBD 	\$995 per month
<u>Photo Shoot, Branding & Videography Coordination/Assistance</u>	\$125 per hour	
<u>On Site Content Creation</u>	\$125 per hour	

Additional Details

Billing Options

PayPal (hhernandez22@live.com) Venmo (Hayley-Hernandez) , Zelle or Check accepted

****DISCUSSION DRAFT ONLY****

GROUND LEASE -
SELF-SERVICE FUEL FACILITY

By and Between

SANTA MARIA PUBLIC AIRPORT DISTRICT

and

CENTRAL COAST JET CENTER, L.L.C.

November 14, 2024

DRAFT

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FACILITY LEASE - SELF-SERVICE FUEL FACILITY

THIS FACILITY LEASE ("Lease"), dated November 14, 2024, is entered into by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "Landlord" or "District"), a public airport district of the State of California and CENTRAL COAST JET CENTER, L.L.C., (herein called "Tenant").

In consideration of the conditions, covenants and agreements herein contained, the parties agree as follows:

1. **Definitions.** Unless the context otherwise requires, the following terms have the meanings specified as follows:

- a. **"Airport"** means the Santa Maria Public Airport at Santa Maria, California.
- b. **"FAA"** means the Federal Aviation Administration or its successor organization or department.
- c. **"Improvements"** includes buildings, structures, fixtures, partitions, counters, and any other property affixed to the realty in any manner.
- d. **"Leased Premises" or "Premises"** mean and include the real property at the Airport, consisting of approximately 10,320 sq. ft. of improved land including a twelve thousand gallon (12,000 gal) fuel tank, dispenser, fueling terminal, and related support equipment and utilities, depicted as "Premises" on the plot plan marked Exhibit "A" attached hereto and made a part of hereof, together with access thereto.

2. **Premises.** District leases to Tenant and Tenant leases from District the Premises for the rent and on the terms and conditions hereinafter set forth.

3. **Term.** The initial term of this Lease shall be ten (10) years commencing January 1, 2025, and expiring, unless sooner terminated as hereinafter provided, at 11:59 PM on December 31, 2034 (herein referred to as the "Initial Term" or the "Term" or "Term of this Lease").

4. **Option to Extend Term.** Tenant shall, if not in default under this Lease, have the option, exercisable upon the terms and conditions and in the manner hereinafter provided, to

extend the Term of this Lease from the expiration of the Initial Term for one (1) ten (10) year period (the "Extended Term") on the same terms, covenants and conditions herein contained. The option to extend the Initial Term shall be exercised only by Tenant delivering to District at least six (6) months prior to the expiration of the Initial Term or the, written notice of Tenant's election to extend the Initial Term. Tenant's right to exercise the option is contingent upon the Lease being in effect and Tenant not being in default under the Lease at the time of giving notice and at the time the Extended Term is to begin. At commencement of the Extended Term, "Term" or "Term of this Lease" shall mean and include the Extended Term.

5. **Right of First Refusal.** For a period commencing six (6) months prior to expiration of the Extended Term, if the option is exercised, and ending at expiration of the Extended Term, and contingent upon the Lease being in effect and the Tenant not being in default, Tenant shall have a right of first refusal to lease the Premises upon such terms and conditions acceptable to District, provided District is willing to continue to lease the Premises for a self-service fuel facility.

6. **Rent and Fuel Flow Charges.**

a. Rent. Tenant shall pay to District as annual rent for the Leased Premises, eight cents (\$0.08) per gallon of aviation fuel pumped or delivered by anyone into the self serve storage tank as shown on exhibit "A", during each calendar month, or portion thereof, this Lease is in effect. The rent fuel flowage charges shall be based on actual reported monthly sales. The sum of two-thousand four hundred dollars (\$2,400.00).

b. Rent Increases. Effective January 1, 2026, and annually thereafter on January 1 of each year except as provided in subparagraph c, below, the rent shall be adjusted upwards, but not downwards, by the percentage proportion of the change in the Consumer Price Index, All Items, 1982-1984 = 100, Los Angeles-Anaheim-Riverside, For All Urban Consumers (the "CPI") published by the United States Department of Labor, Bureau of Labor Statistics, or its successor in function, for the most recent 12-month period available before the adjustment date.

c. For the calendar year beginning January 1, 2030, and every five years thereafter, the District shall conduct an analysis of the District's rent under this Lease based on fuel flow charges reported annually to the District. The analysis shall calculate the amount equivalent to eight cents (\$0.08) per gallon of aviation fuel pumped or delivered to anyone into the self serve storage tank, based on actual annual reported sales ("Fuel Flow Charges"). If the difference between the annual rent then in-effect and the Fuel Flow Charges for the

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previous five-year period is greater than twenty-five percent (25%) of the annual rent then in-effect, the Parties may, by written agreement signed by both parties, adjust the baseline annual rent in that fifth year to the average annual Fuel Flow Charges for the previous five-year period.

a.d. Section 3. In any year in which the District conducts a market rate analysis study of the District's rates and charges for non-commercial hangars and storage units, the rates and charges shall be established by the Board of Directors based on the recommendations in the market rate analysis study, and the limitation described in Section 1 shall not apply.

~~b. Fuel Flow Charges. As additional rent, Tenant shall pay to District fuel flow charges as defined in the most recent approved rates and charges set by the Board of Directors of the Santa Maria Public Airport District ("Board") initially equal to six cents (\$.06) per gallon of aviation fuel pumped or delivered by anyone into any aircraft or fuel storage tank owned, operated or leased by Tenant at the Airport, during each calendar month, or portion thereof, this Lease is in effect. The fuel flowage charges apply at the time fuel is delivered to Tenant's tank(s), not at the time fuel is pumped from those tank(s).~~

~~e.e. Payment. Tenant shall pay the full annual rent in advance to District on or before January 1 of each year. Rent is payable within twenty-five (25) days after the end of each calendar month, together with the statement described in Paragraph 8, below, during the Initial Term and Extended Term, if applicable, without prior notice, demand, deduction or offset at District's office at 3217 Terminal Drive, Santa Maria, California 93455 or such other address as District may direct Tenant in writing.~~

~~d.f. Additional Rent. All costs, fees, fuel flow charges, taxes, liens, interest, insurance, charges, expenses, assessments, reimbursements and obligations of every kind and nature relating to the Leased Premises or the improvements thereon that may arise or become due during the term or any extended term of, or arising out of the provisions of, this Lease shall be the obligation of Tenant and shall be deemed "Additional Rent." If Tenant fails to pay any Additional Rent when due, District shall have all of the rights, powers and remedies provided for in this Lease in the event of non-payment of rent or other event of default. District shall at all times also have the right but not the obligation to advance on behalf of Tenant any amount payable under the terms hereof by Tenant, or to otherwise satisfy any of Tenant's obligations hereunder deemed necessary to protect the interests of District under this Lease. No advance by~~

District shall operate as a waiver of any of District's rights, and Tenant shall remain fully responsible for the performance of its obligations. Any sums so paid by District shall constitute Additional Rent and shall be immediately due and payable from Tenant and shall bear interest at the highest rate of interest California law permits individuals to charge, from the date such sums were advanced until repaid in full.

7. **Late Charge.** Tenant acknowledges that late payment by Tenant to District of rent and fuel flow charges will cause District to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent or fuel flow charges due from Tenant is not received by District on or before the day it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day, if the date the rent or fuel flow charges are due falls on a Saturday, Sunday, or holiday in which the administrative office of District is closed for a whole day), Tenant shall pay to District an additional sum of ten percent (10%) of the overdue rent and/or fuel flow charges as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs the District will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the rights and remedies available to District.

8. **Tenant's Records and Statements.** Tenant shall keep true and complete records of the number of gallons pumped and the price charged per gallon of aviation fuel pumped or delivered at the Airport by Tenant for which the rent and fuel flow charges are payable hereunder in such form and detail as the District may require, and shall give District access, during reasonable hours, to such records. Within ~~twenty-five~~ thirty (2530) days after the end of each calendar ~~month~~year, Tenant shall furnish District a true and accurate statement of the number of gallons and price charged each week of aviation fuel pumped or delivered by Tenant at the Airport during the period reported, in such detail and form as District may request. The ~~monthly~~ annual statement shall be certified to be correct by Tenant. The statement shall be accompanied by payment of fuel flow charges payable for the period reported. ~~Acceptance of any fuel flow charges hereunder on the basis of any statement forwarded by Tenant shall not in any case be deemed an approval or acceptance by District of the accuracy of such statement or the amount of fuel flow charges payable hereunder.~~

9. **Audit.** District shall have the right at any time and from time to time to audit all of the documents, records, papers and files of Tenant which in any way relate to rent and fuel flow charges payable hereunder or the determination thereof, or prices charged by Tenant, and on request of District, Tenant shall make all such materials available at reasonable times for examination at the Airport. If District should have an audit made, and the amount of the fuel flow

charges shown by Tenant's statements furnished pursuant to Paragraph 8, above, should be found to be understated by more than five percent (5%), Tenant shall immediately pay to District the costs of such audit as well as the additional charges due, otherwise, the costs of such audit shall be paid by District not to exceed \$750. If the amount of fuel flow charges shown by Tenant's statements are understated by more than fifteen percent (15%), or Tenant should be found to have overcharged for fuel in violation of Paragraph 14 by more than fifteen percent (15%), District shall have the right to terminate this Lease upon discovery of such understatement or overcharge. Each party agrees to pay to the other on demand the amounts that may be necessary to effectuate any adjustment.

10. **Security Deposit**. Tenant shall maintain a deposit with District in an amount equivalent of two months rent as a security deposit for the performance by Tenant of the provisions of this lease. Deposit shall initially be set per Tenant proposal at \$600 based on approximately 3125 gallons sold per month; amount may be review annually and adjusted upward, but not downward, based on the previous year's actual sales. If Tenant is in default, District can use the security deposit, or any portion of it, to cure the default or to compensate District for all damage sustained by District resulting from Tenant's default. Tenant shall immediately upon demand pay to District a sum equal to the portion of the security deposit expended or applied by District as provided in this section so as to maintain the security deposit in the sum required by the District. If Tenant is not in default at the expiration or termination of this lease, District shall return the security deposit to Tenant. District's obligations with respect to the security deposit are those of a debtor and not a trustee. District shall deposit into an account in the name of District, subject to withdrawal and retention by District of all or any part of the amount on deposit to cure the default of Tenant or to compensate District for all damage sustained by District resulting from Tenant's default.

11. **Negation of Partnership**. District shall not, in any way or for any purpose, be deemed or become a partner of Tenant in its business, or otherwise, or a joint venture, or a member of any joint enterprises with Tenant.

12. **Compliance With Laws**. Tenant shall secure and maintain in force during the term of this Lease all licenses and permits necessary or required by law for the conduct of Tenant's operations. Tenant shall abide by and comply with, at Tenant's sole cost and expense, all applicable and valid laws, ordinances, statutes, rules, regulations and orders of federal, state and local governments and governmental agencies, including, but not limited to, any and all regulations concerning hazardous or toxic materials, air and/or water quality, fire and/or occupational safety, and accessibility, which may apply to the conduct of Tenant's operations on the Premises, at Tenant's sole cost and expense.

Tenant shall observe, obey, abide by and pay all costs of compliance with any and all rules, regulations and operating procedures now in force or hereafter adopted by District with respect to the operation of the Airport.

Tenant agrees and understands that the rules, regulations, and operating procedures of the District shall be subject to change and/or additions from time to time, as determined by District.

13. **Operating Standards**. Tenant shall, at all times, conduct its operations and maintain the quality of its service in a manner satisfactory to the District. At a minimum, Tenant shall conduct its business in accordance with the following operating standards. Tenant shall:

- a. Provide adequate supervision for its operations at the Airport and shall insure that all tanks and equipment are in good working order at all times;
- b. Require its employees or agents to comply with the provisions of this Lease and these operating standards. In addition, Tenant's employees shall be neat, clean and courteous. Tenant shall furnish service on a fair, reasonable, and efficient basis and will closely supervise its employees to insure a high standard of service to the public. Tenant's failure to insure compliance by its agents and employees shall be sufficient cause to terminate this Lease.
- c. Manage, maintain and operate the Premises for storage of aircraft engine fuels and subsequent sale to aircraft. Tenant shall make available all fuels to the public without unjust discrimination and shall refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for such fuels. Tenant shall conduct operations in a good, efficient and economical manner, conducive to rendering fair and acceptable service to the public, and which will compare favorably with service or services offered to the public in operations at public airports in California of comparable size to the Airport, and be conducive to the obtaining and retaining of the general good will of the public.
- d. Perform all work and services promptly and in a workmanlike, professional and first class manner in every respect.
- e. Provide and keep current in the District's office a list of all employees who will be working at the Airport and their job titles and emergency phone numbers.
- f. Furnish and keep adequate fire extinguishers in the required numbers on the Premises in accessible places; said 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 the Fire Department or District, or other applicable government agency, Tenant agrees to make any and all corrections immediately in the time and manner required by the Fire Department or District, but in no event later than five (5) days after receipt of the notice unless an extension is approved by District.

- g. Maintain an adequate supply or inventory of aviation fuel (100 low lead) to meet demand. Failure to provide sufficient aviation fuel sales service at the Airport for more than seventy-two (72) consecutive hours will be a breach of this Lease for which District may immediately terminate this Lease; provided, District shall not terminate this Lease if Tenant can demonstrate to District's reasonable satisfaction that failure to meet this condition and covenant is due entirely to factors over which Tenant has no control. Failure to reach agreement with a supplier, contractor or employee shall not be considered a factor over which Tenant has no control.
- h. Be available at all times, on call or otherwise, at the Airport, through its designated employees which are authorized to bind Tenant in all matters concerning Tenant's operations at the Airport.
- i. Have and arrange for any and all inspections of the Premises and operations thereon by governmental agencies as are required by law, regulations or ordinances.
- j. Comply with the through put limitation of any permit from the County of Santa Barbara and indemnify and hold District harmless from any Tenant violation of the through put limitation.
- k. Obtain a Regulated Materials Permit from the County of Santa Barbara Protection Services Division and a Permit to Operate from the Santa Barbara County Air Pollution Control District within thirty (30) days of the execution date of this Lease.

~~14. **Fuel Price Restrictions.** The retail price of Self Serve AvGas/100 low lead shall not be set above the higher of either a \$.60 per gallon cap over cost (including delivered cost of fuel, fuel flow charges, rent, permit fees) or the lowest self serve 100LL retail price in the Central Coast Region (Lompoc, San Luis Obispo, and Oceano Airports). Tenant shall maintain records of weekly prices, and shall survey and record prices in the Central Coast Region at least every~~

~~week. These records shall be provided monthly in arrears to District, and may be verified by District at any time for a period not to exceed two (2) years prior to the date of verification.~~

15-14. Hours of Operation. The parties acknowledge that the District is permitting Tenant to operate a profitable business which is also a vitally important service at the Airport. As a material consideration for the District to enter into this Lease, and thereby permit the use of the Premises to Tenant for its operation, Tenant does hereby covenant and agree to operate and keep open for use of the public the fueling services at the Airport efficiently 24 hours a day, 365 days a year, Sundays and holidays unless notification has been made to District of an outage.

16-15. Permitted Uses. Permitted Uses. Tenant shall use the Leased Premises only for operation of a self-service, above-ground, fuel facility, for the storage and sale of aviation fuels and aviation lubricants.

Tenant shall not use the Premises or any portion thereof for any other purpose, without the prior written approval of District. District reserves its right to renegotiate the rent and other terms of this Lease if Tenant desires to amend this paragraph. In the event of any unauthorized use, District may, at its option, immediately terminate this Lease. Nothing contained herein shall be deemed to give Tenant exclusive rights at the Airport in connection with any of the permitted uses herein.

17-16. Construction By Tenant. Within the first year Tenant shall, at Tenant's sole cost, perform certain repairs, painting, and reconditioning of the self-serve fuel tank, including installation of a new fuel dispenser. ~~install a covered sitting area for transient pilots and passengers and low maintenance landscaping for all unimproved areas of the Premises. District will work cooperatively with Tenant to evaluate the necessity for and the cost of installation of a restroom. District shall review proposals for cost sharing with Tenant for the installation of a restroom, but shall not be committed to participation unless specifically approved in writing at a later date.~~

18-17. Specific Prohibited Uses. Tenant shall not use or permit use of the Premises, or any portions thereof, for any of the following purposes:

- a. Use any portion of the Premises contrary to or in violation of this Lease or of directives, rules or regulations of the District or any governmental entity or agency having jurisdiction.
- b. Store on the Premises any property or articles, or conduct any activities or operations which are not directly related or incident to the permitted uses in Paragraph 15 of this Lease.

- c. Locate, erect or construct or permit the location, erection or construction of any object or structure without specific prior written approval of District.
- d. Store any flammable or inflammable liquids, substances, explosives, hazardous or toxic materials other than aviation fuels and lubricants on the Premises; provided, Tenant may store not more than one (1) 55-gallon barrel for each type of fuel stored on the Premises as needed to sump fuel tanks for moisture and contamination, until properly disposed of as hazardous waste, not to exceed two (2) barrels at any one time.
- e. Any use, activity or improvement which will interfere with or may otherwise affect safe air navigation or create a hazard to aeronautical activities or to the operation of the Airport.
- f. Any use in violation of applicable zoning regulations or other law.
- g. Sale of gasoline or other fuels for use in motor vehicles or for any purpose other than as fuel for aircraft.

19-18. Security. District shall have no obligation to provide security or lighting for the Premises.

20-19. Utilities. Tenant shall be responsible for obtaining and paying for all utility service to Premises. District shall have no responsibility to provide utility service or utility extensions of any kind to the Premises, and any such service or extension by Tenant shall be at Tenant's sole cost and expense after consent by District as provided in Paragraph 22 herein.

21-20. Taxes, Licenses and Permits. Tenant shall promptly pay any taxes, licenses and fees which may, during the term, be levied or assessed on personal property or business property of Tenant located on said Premises or arising out of Tenant's storage or use of aviation fuels on the Premises or use or operation of District's fuel facility. Tenant shall be solely responsible for the payment of any and all fees for petroleum products placed in the tanks at the Premises during the term of this Lease. Time is of the essence with regard to compliance with the terms of this paragraph, and failure to comply shall constitute a material breach of this Lease by Tenant.

Tenant shall pay before delinquency any and all taxes (including real property and possessory interest taxes), assessments, fees or charges which may be imposed, levied or assessed upon any leasehold or possessory interests of Tenant, or Tenant's occupancy of the Premises, and personal property, improvements or fixtures owned, controlled or installed by

Tenant. Tenant acknowledges that by entering into this Lease, a possessory interest, subject to taxation, may be created. Tenant agrees to pay all such taxes.

22-21. Indemnity. Tenant shall defend, indemnify, protect and hold harmless District, its directors, officers, employees, agents and representatives, and the Leased Premises (collectively "District" in this paragraph) at all times from and against any and all liabilities, proceedings, liens, actions, penalties, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to (collectively referred to as "Liabilities") arising out of or in any way connected with: the acts or omissions of Tenant or its officers, agents, employees, guests, customers, licensees or invitees; or Tenant's operations on, or use or occupancy of, the Premises. The foregoing indemnification excludes only liabilities caused by the sole active negligence of District or its willful misconduct. Tenant shall also indemnify and hold District harmless from and against any Liabilities including third party claims, environmental requirements and environmental damages (as defined in Exhibit "C", Hazardous Material Definitions which is attached hereto and incorporated herein by this reference) costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Leased Premises or the improvements thereon or of District's property or improvements in the vicinity of the Leased Premises) of whatever kind or nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal (collectively "Release") of any toxic or hazardous materials (defined in Exhibit "C") which occurs in, on or about the Leased Premises or as the result of any of Tenant's or Tenant's agents, employees, invitees, licensees or guests' activities. Tenant shall notify District immediately of any Release of any toxic or hazardous material.

23-22. Insurance. Tenant shall, at all times, at its sole cost and expense, maintain in effect the insurance coverage hereinafter set forth in accordance with the provisions of this section. All such policies shall name District as an additional insured. Said insurance shall be primary insurance with respect to District, without offset to any insurance policies of the District. Said insurance shall not be excess over other coverage of Tenant, but shall be primary insurance up to the specified liability limits. Tenant shall provide District with copies of all the following insurance policies and certificates issued by the insurer, including in each instance an endorsement providing that such insurance shall not be canceled or coverage reduced except after thirty (30) days' written notice to District:

- a. Airport liability insurance, including comprehensive general public liability, bodily injury liability, property damage liability, completed operations and products liability coverage and contractual liability with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00) for each accident or

occurrence and with no more than a Three Thousand Dollars (\$3,000.00) deductible for each accident or occurrence.

- b. Workers' compensation insurance covering Tenant's employees, as required by law.
- c. Automobile and mobile equipment liability insurance covering all vehicles and mobile equipment used by Tenant on the Airport providing bodily injury or death liability limits of not less than Three Hundred Thousand Dollars (\$300,000.00) for each person and Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, and property damage liability with a single limit liability of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident or occurrence.
- d. As soon as commercially available or as required by applicable law, Tenant shall obtain and maintain in full force and effect during the term of this Lease, environmental protection or other insurance for operators or users of fuel storage facilities or other hazardous materials facilities..

All of Tenant's insurance hereunder shall be with companies, on forms and with loss payable clauses satisfactory to District. Copies of policies of such insurance shall be delivered to District. The limits, types and forms of coverage may be reviewed annually by the General Manager of District. Upon report of his recommendations for an increase or decrease, or change in type or form of coverage to the Board of Directors of District, District may increase or decrease the limits of coverage, or require an addition, deletion or change in types or forms of coverage in accordance with the General Manager's recommendations or otherwise.

24.23. Alterations; Removal of Tenant-Installed Property. Tenant shall make no alterations, additions or improvements on the Premises or otherwise at the Santa Maria Public Airport without District's prior written consent. All improvements, equipment and facilities installed by Tenant shall be installed and used in compliance with local, state and federal laws, ordinances, regulations and codes applicable thereto. All alterations, additions or improvements made by Tenant on the Premises shall be the property of Tenant until expiration or sooner termination of this Lease, at which time they shall become, at District's option, which option shall be written, either the property of District without payment, cost or expense or District shall have the right to require Tenant to remove, at Tenant's cost and expense, any or all of the alterations, additions or improvements. If District gives Tenant notice to remove, Tenant shall restore District's property to at least its former condition and repair any damage resulting from such removal, within thirty (30) days' delivery of such notice.

25-24. Federal Aviation Administration Rider. The provisions of the FAA Rider attached hereto as Exhibit "B" consisting of four pages, are incorporated herein and made a part hereof.

26-25. Repairs and Maintenance. ~~District shall make repairs or reimburse for any items needed to initially place the facility in operation. Once operational, The Parties acknowledge that District has made repairs for items needed to initially place the facility in operation.~~ Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and all alterations, additions and improvements on the Premises, including above-ground tanks and equipment, and every part thereof in good, safe, sanitary and clean order, condition and repair, and free of litter and trash. Tenant waives all rights to make repairs at the expense of District or to any offset to rent due under this Lease for repairs. ~~Any reimbursement for initial repairs must be approved in writing by the District's General Manger.~~

27-26. Right of Entry. District and authorized agents of District, governmental agencies having jurisdiction, and utility companies shall have the right to enter the Premises at all reasonable times, or at any time in case of any emergency.

28-27. Surrender and Site Assessment. Tenant agrees on the last day of term hereof or sooner termination to surrender to District forthwith the Premises in the same or better condition as when received, damage by acts of God or by the elements excepted, subject to the provisions of Paragraph 24.

29-28. Signs. Tenant shall not erect, construct, or display any signs on the Premises or the Airport without first obtaining the District General Manager's written consent, and in full compliance with any applicable sign ordinance.

30-29. Termination by District. District, in addition to any right of termination as a matter of law or any other right herein given to District, may at its option cancel and terminate this Lease and agreement, after written notice to cure thereof given to Tenant, upon or after the occurrence of any of the following events:

- a. Filing by or against Tenant of a voluntary or involuntary petition in bankruptcy or for reorganization, or taking of Tenant's assets pursuant to a proceedings under the Federal Reorganization Act, or the adjudication of Tenant as a bankrupt, or the appointment of a receiver of Tenant's assets, or divestiture of Tenant's assets or estate herein by operation of law or otherwise, or assignment by Tenant of its assets for the benefit of creditors.

- b. The breach by Tenant or failure of Tenant to keep, observe or perform any of the covenants, conditions or provisions herein contained on the part of Tenant to be observed, kept or performed.
- c. Dissolution or liquidation of Tenant of all or substantially all of its assets.
- d. The transfer, in whole or in part, of Tenant's interest in this Lease or in the Premises, or any rights hereunder, by operation of law whether by judgment, attachments execution, process or proceeding of any court or any other means.

31.30. Landlord's Remedies. Landlord shall have the following remedies if Tenant breaches the Lease:

- a. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.
- b. Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.
- c. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this

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Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

- i. The worth, at the time of the award of the unpaid rent that had been earned at the time of termination of this Lease;
 - ii. The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
 - iii. The worth, at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and
 - iv. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth, at the time of the award," as used in (i) and (ii) of this paragraph, is to be computed by allowing interest at the rate of 10% per annum. "The worth, at the time of the award," as referred to in (iii) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.
- d. In addition to any other remedy District may have under this agreement or by operation of law, District shall have the right, in the event of Tenant's nonpayment of rent, or in the event of any other default by Tenant in the performance or observance of any of the terms or condition of this Lease, or if Tenant shall abandon or vacate the Premises, to terminate this Lease upon written notice to Tenant and reenter the Premises and eject all persons and remove all property from the Premises or any part of the Premises. Any property removed from the Premises upon re-entry by District under this paragraph may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, and District shall have no liability therefore.
- e. If Tenant is in default of this Lease Landlord shall have the right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

- f. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the rate set forth in subparagraph g, below, from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.
- g. Rent not paid when due shall bear interest from the date due until paid at the maximum rate an individual is permitted by law to charge.

32.31. Notices. All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Tenant at 1211 Citation Court, Santa Maria, CA 93455. Either party may at any time change its address for such notice by giving written notice of such change to the other party. Any notice provided for herein shall be deemed delivered upon being deposited as aforesaid at any United States Post office or branch or substation or in any United States mailbox, or at time of personal delivery.

33.32. Nuisance. Tenant shall not commit, or suffer or permit waste, excessive noise, obnoxious odors, excessive dust or any other nuisance on the Premises constituting an unreasonable interference with other District tenants or persons using the Airport.

34.33. Assignment, Subletting and Encumbering. Tenant shall not assign, mortgage, encumber or grant control of this lease or any interest, right or privilege herein or sublet the whole or any portion of the Leased Premises or license or grant concessions for use of the Leased Premises or any part thereof, or transfer a controlling interest in Tenant without prior written consent of the District. Any such action taken without the District's prior written consent shall be voidable and, at the option of District, shall terminate this lease.

35.34. Attorneys' Fees. In the event either party commences any legal action or proceeding against the other party arising out of or in any way related to this Lease, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court (including the reasonable value of services rendered in such action by District's appointed District Counsel).

36.35. Covenant and Condition. Each term and each provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

37-36. Time of Essence. Time is of the essence of each term, condition and provision of this Lease.

38-37. No Waiver. One or more waivers by District of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. District's consent to or approval of any act by Tenant requiring District's consent or approval of any act by Tenant requiring District's consent or approval shall not be deemed to waive or render unnecessary District's consent to or approval of any subsequent similar act by Tenant. No act or thing done by District or District's employees or agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by District. No provision of this agreement shall be deemed to have been waived by District unless such waiver be in writing signed by District.

39-38. Lease Subordinate. This Lease and Tenant's rights hereunder are subject and subordinate to all conditions, reservations, restrictions, easements, rights, rights-of-way, and encumbrances affecting the Premises now of record or hereafter granted, caused or suffered by District.

40-39. Captions. Captions appearing herein are for convenience of reference only and shall not govern the construction of this agreement.

41-40. Severability. If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid, the remainder of this agreement shall continue in full force and effect and shall in no way be affected or invalidated thereby.

42-41. Integration/Modification. This agreement contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by the parties to this agreement.

43-42. FAA Approval. This Lease is subject to any approval of the Federal Aviation Administration which may be required. In addition, any and all construction or improvements may require air space evaluation by the Federal Aviation Administration (Form 7460-1).

44-43. Interpretation and Venue. This Lease is to be interpreted in accordance with the laws of the state of California. Any legal action relating to this Lease shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

45.44. Successors. Subject to the provisions of Paragraph 34, this Lease shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of the parties hereto.

46.45. Holding Over. If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on 30 days' notice given at any time by either party.

46. Negotiated Agreement/Review by Counsel. The terms and conditions of this Lease have been negotiated by the parties. Each party is represented by legal counsel. Each party and its legal counsel have reviewed this Lease. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease or any exhibits hereto.

47. **Counterparts; Signatures.** The Lease may be signed in counterparts, each of which shall constitute an original. The Lease may be executed, and any executed copy deemed enforceable as to such signature, when executed by Electronic Signature and delivered by any means and verifiable digital/electronic signature that complies with the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), unless a handwritten signature is required by law. "Electronic signature" for the purposes of this Section 24, shall have the meaning as stated in California Civil Code Section 1633.2(h), as may be amended.

****DISCUSSION DRAFT ONLY****

IN WITNESS WHEREOF, the parties have duly executed this agreement.

Dated: November 14, 2024

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

General Manager

By: _____

Ignacio Moreno, President

Approved as to form for District:

District Counsel

By: _____

Steven Brown, Secretary

TENANT:

CENTRAL COAST JET CENTER

Chris Kunkle, President

TWENTY EIGHTH AMENDMENT OF LEASE

Re: Land Lease (Farming) dated April 13, 2000, commencing retroactively on April 1, 2000 between SANTA MARIA PUBLIC AIRPORT DISTRICT and CJJ FARMING, a California corporation, covering land at the Santa Maria Public Airport, as amended and extended ("Lease")

The undersigned, SANTA MARIA PUBLIC AIRPORT DISTRICT, ("District") and C.J.J. FARMING, INC., a California corporation ("Tenant") do hereby agree to amend the above-referenced Lease effective immediately, as follows:

1. Leased Premises. Section 1 of the Lease is hereby repealed and replaced with the following:

District hereby leases to Tenant, and Tenant hires from District, for the term and rents, upon the terms, conditions and covenants, subject to the reserved rights and easements hereinafter set forth, the real property at the Santa Maria Public Airport (the "Airport") in Santa Maria, California, consisting of (a) approximately 311.06 acres, as depicted in the plot plan dated October 11, 2024, and attached hereto as Exhibit "A" (hereafter "Section A") and (b) approximately 26.50 acres, as depicted in the plot plan dated April 13, 2024, and attached hereto as Exhibit "B" (hereafter "Section B"), together with those appurtenances specifically granted in this lease (hereinafter referred to as the "premises" or "leased premises").

Neither District nor Tenant shall have any obligation to construct a new fence to mark the boundaries of the Premises, but either party may do so; provided Tenant shall comply with the provisions of Paragraph 14, Alterations.

2. Extension of Term. District grants Tenant a five (5) year extension of the Lease, commencing January 1, 2025, and expiring on December 31, 2029, for Section A, unless sooner terminated. Any options to extend the lease term which may previously have been granted are hereby extinguished, and any additional extensions under the Lease shall be by mutual written agreement of the parties only. District further grants a six-month extension of the Lease commencing January 1, 2025, and expiring June 30, 2025, for Section B, unless sooner terminated. Tenant acknowledges that District does not intend to extend the Lease for Section B upon after June 30, 2025.

3. District's Right to Terminate. The District may, in its sole and absolute discretion, terminate this Lease without cause upon twelve (12) months' written notice to Tenant. Thereupon the term of this Lease shall expire and come to an end on such date, as fully and completely as if that date were the day definitely fixed for expiration of the term. This right of termination shall be in addition to any other right of termination under the Lease. The parties acknowledge and agree that in the event District exercises its right to terminate this Agreement under this or any other provision of this Agreement, District shall not be liable to Tenant for any damages incurred by Tenant as a result of the early termination.

4. Rent. Effective January 1, 2025, rent under this Lease is increased to a rate of \$2,450.00 per acre, per year. No water is included in the rent, and District shall have no obligation to provide water to the Premises. For Section A, rent shall be \$63,508.08 per month, based upon approximately 311.06 acres of land. For Section B, rent shall be \$5,410.42 per month, based on approximately 26.50 acres of land.

All of the terms, covenants, conditions, and provisions and agreements of said Lease, as amended and extended, shall remain in full force and effect.

Dated: November 14, 2024

Approved as to content for District:

General Manager

Approved as to form for District:

District Counsel

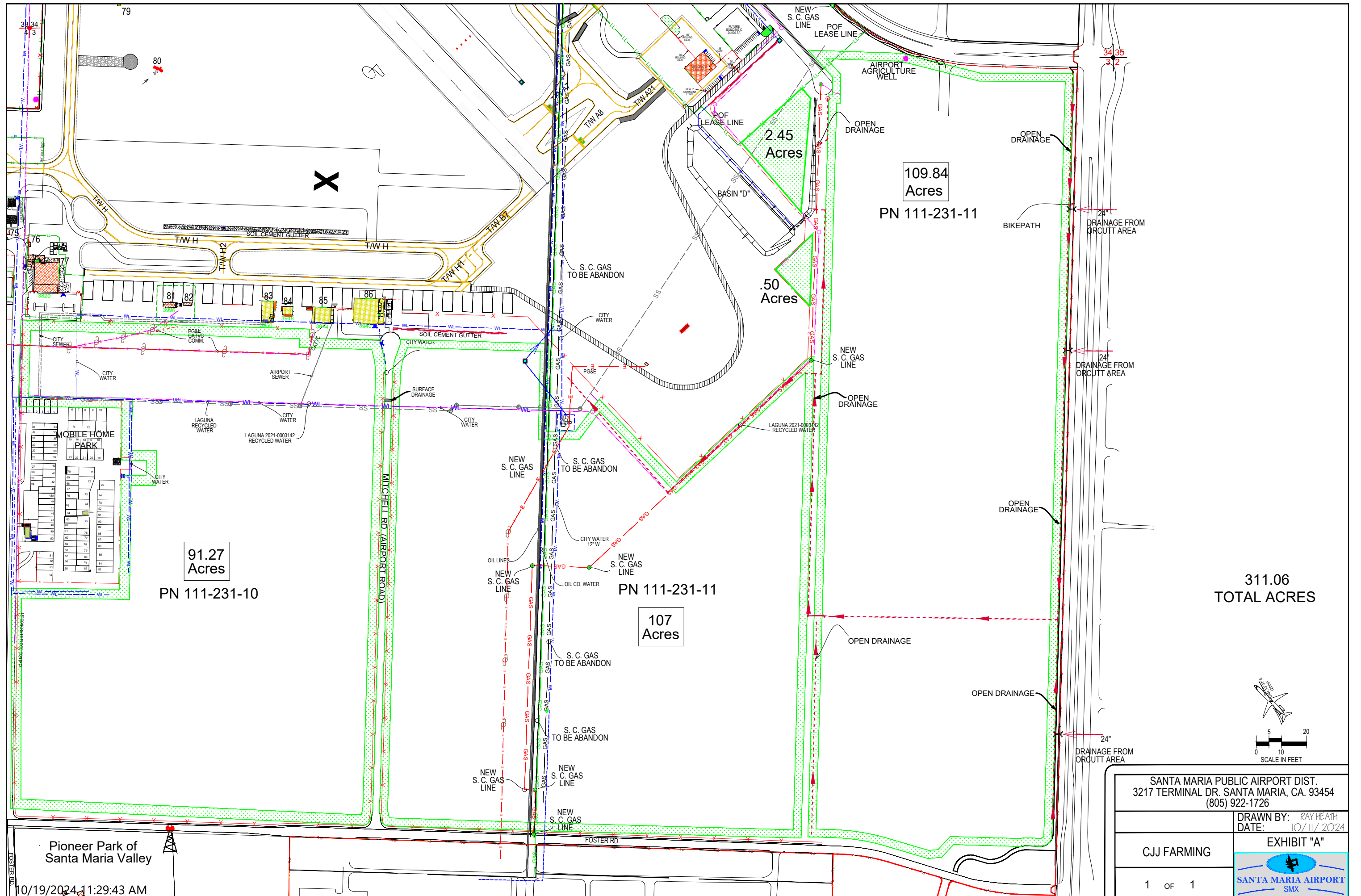
**SANTA MARIA PUBLIC AIRPORT
DISTRICT (“DISTRICT”)**

Ignacio Moreno, President

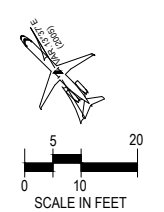
Steve Brown, Secretary

**C.J.J. FARMING, INC., a California
Corporation (“TENANT”)**

Juan Cisneros, General Manager



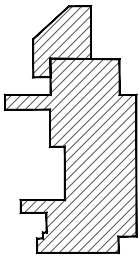
311.06
TOTAL ACRES



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWN BY: RAY HEATH DATE: 10/11/2024	EXHIBIT "A"
CJJ FARMING	
1 OF 1	

Pioneer Park of
Santa Maria Valley

FOSTER RD.



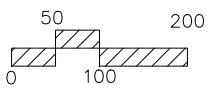
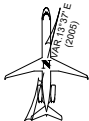
13.52 AC.

12.98 AC.


FOXENWOOD LANE

ORCUTT RD AIRPORT BOUNDARY

UNION VALLEY PKY.



SCALE IN FEET

SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
CJJ FARMING	DRAWN BY: RAY HEATH DATE: 4/15/2024
2 OF 2	EXHIBIT "B" 

SERVICE AGREEMENT
(Consulting Services)

By this Agreement, dated November 14, 2024, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and RRM Design Group, a California Corporation (herein called "Consultant"), District retains Consultant to perform the Santa Maria Airport Business Park Lot Line Adjustment.

WITNESSETH

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Consultant agree as follows:

1. SCOPE OF AGREEMENT

District hereby hires Consultant to assist District's General Manager in providing a Lot Line Adjustment for the Airport Business Park. Consultant agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Consultant will commence retroactively to August 22, 2023. The services shall be completed prior to December 31, 2024.

3. COMPENSATION

District shall compensate Consultant for all services to be provided by Consultant under this Agreement, as outlined in Exhibit "A-1" attached and incorporated by this reference. Consultant shall be compensated for the work requested by the District's general manager, not to exceed \$32,000.00. Consultant shall bill District monthly for services rendered, based upon progress and hourly time expended on each element of the project. Payment shall be due and payable 30 days following date of receipt of submitted bill.

4. MATERIALS AND DOCUMENTS

District shall be the owner of all drawings, Mylar's, reproduces, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Consultant. Consultant may retain copies for its files.

Consultant shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Consultant in the performance of the services hereunder, except as otherwise specifically provided.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by Consultant.

6. INDEPENDENT CONTRACTOR

The parties intend that Consultant shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

7. PRIOR APPROVAL OF DISTRICT

Consultant shall not incur any obligations or provide any services for District exceeding \$32,000 without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Consultant's bills.

8. CONSULTANT RECORDS

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for three (3) years after District makes final payment to Consultant hereunder. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work hereunder.

9. TERMINATION

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Consultant shall not be entitled to further compensation from District, other than for services previously approved and completed.

10. SUSPENSION OR ABANDONMENT OF PROJECT

District may at any time suspend or abandon any project or any part thereof. In the event District should determine to suspend or abandon all or any part of any project, it shall give written notice thereof to Consultant, who shall immediately terminate all work upon that portion of the project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Consultant, as full and final settlement, compensation for all of Consultant's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion that the Consultant's services rendered to the date of receipt of such notice bears to the total compensation the Consultant would have received in accordance with Exhibit "A" had the project been completed.

11. **INSURANCE** Consultant shall, at Consultant's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Consultant and Consultant's officers and employees:

Automotive and Public Liability and Property Damage Insurance:
Automobile liability and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage, providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

12. **INDEMNITY**

In compliance with California Civil Code Section 2782.8, Consultant shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including reimbursed costs and expenses for reasonable legal services and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Consultant, or to the extent caused by the negligence, willful misconduct or omission of Consultant, its officers and employees, provided, however, that Consultant is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

13. **EXTRA SERVICES**

There will be no payment for extra services by Consultant unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors.

14. **RIGHT TO AMEND**

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Consultant agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Consultant for previously approved expenses and completed services.

15. NOTICES

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Consultant at 3765 S. Higuera St. Suite 102, San Luis Obispo, CA 93401. Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

16. ATTORNEY'S FEES

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court.

17. OTHER CONSULTANTING SERVICES

District reserves the right to contract with Consultant or other Consulting firms for Consulting and design services on a project-by-project or other basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

Dated: November 14, 2024

DISTRICT:

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

Ignacio Moreno, President

Approved as to form for District:

Steven Brown, Secretary

District Counsel

Consultant:

RRM DESIGN GROUP, A
CALIFORNIA CORPORATION

Erik Justesen, Principal



June 22, 2023

Transmitted via email: mpehl@santamariaairport.com

Martin Pehl, A.A.E., General Manager
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

**RE: Santa Maria Airport Business Park Lot Line Adjustment
Proposed Scope of Services**

Dear Martin,

RRM Design Group is pleased to provide you with this proposal for professional surveying services for the subject property at the Santa Maria Airport Business Park. Based on our understanding of your current needs, the following outlines the lot line adjustment surveying service we can provide and the associated fee.

SCOPE OF SERVICES

Task S.1: Preliminary Lot Line Adjustment Map

This task will involve the preparation of the preliminary map based on existing record data, review, and consultation with you regarding the location of the proposed lines and addressing minor revisions. This map will show existing buildings, setback lines, proposed access easements, and other information as required for submittal.

Deliverables:

- *One (1) preliminary lot line adjustment map*

Fixed Fee:

- *\$5,500 (see footnote A)*

Task S.2: Lot Line Adjustments – Processing and Coordination

Under this task, RRM will process the preliminary map through the City of Santa Maria. This may include coordinating with the Title Company and agencies and attending public hearings. This task may also include mapping efforts and/or materials in support of the lot line adjustment efforts.

Deliverables:

- *Process the preliminary map through the City of Santa Maria*



Estimated Fee: Time and Materials – Hourly

- \$2,500 (see footnote B)

Task S.3: Lot Line Adjustment by Certificates

RRM will prepare legal descriptions and exhibit map for each of the proposed parcels and process a separate Certificate of Compliance for each reconfigured parcel that will be used for all future transfers of the property. After recordation, the original documents will be returned to the City for filing. Copies of the certificates will be sent to the Client and RRM.

With the recording of the certificates, any Deeds of Trust involving the parcel(s) must also be adjusted by recording new trust deeds concurrently with the certificates. Subsequent sales of the parcels must be in accordance with the approved adjustment. RRM will process the certificates through the City Planning/Public Works Department

Deliverables:

- *Maximum of two (2) Certificates of Compliance for lot line adjustment*

Fixed Fee:

- \$4,500 (see footnote A)

Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms, and conditions in the attached Exhibit A-I.

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Record of Survey/corner record
- Setting of missing property corners
- Government fees
- Title Report requests to the title company and/or payment for updated Title Reports



TASK	DESCRIPTION	FIXED FEE	T&M
		(see footnote A)	(see footnote B)
S.1	Preliminary Lot Line Adjustment Map	\$ 5,500	
S.2	Lot Line Adjustments – Processing and Coordination		\$ 2,500
S.3	Lot Line Adjustment by Certificates	\$ 4,500	
SUMMARY OF FEES:		\$ 10,000	\$ 2,500
ESTIMATED PROJECT TOTAL:		\$12,500	

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as “Time and Materials” (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS

RRM Design Group and Client agree that Exhibit A-1 is hereby made part of this proposal.

If you have any questions or require clarification of the scope of services, Exhibit A-1, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records. Thank you again for this opportunity.

Sincerely,

RRM DESIGN GROUP

Brian Hellwig
Supervisor of Surveying

Robert Camacho, PE, QSD
Principal
CA License No. 76597

Attachment: Exhibit A-1



The person signing and executing this contract for the Client represents and warrants that they are duly authorized and have the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Billing Email (Please identify the person's name and email address to receive electronic invoices.)

Billing Address (if different from mailing address)

jmw\corp\rrm\on-site\X-FILES\X-Files-0001\X0156-05-CO23-Santa-Maria-Airport-Bus-Lot-Line-Adj\Proposal\Original-Docs\PROPOSAL-SM-Airport-Bus-Park- LLA-jmw-06-20-23.docx



ADD. SERVICE AUTHORIZATION

Date: October 21, 2024	
Client: Santa Maria Public Airport District	Task ID Number: S.4
Project Name: Santa Maria Airport Business Park Lot Line Adjustment	Project Number: 0156-05-CO23

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with Santa Maria Public Airport District (the "Client") dated August 22, 2023 (the "Prime Agreement") for the project: Santa Maria Airport Business Park Lot Line Adjustment (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Task S.4: Additional Processing and Coordination

This task is intended to capture the unanticipated agency coordination, meetings, and surveying support efforts associated with coordinating and processing the lot line adjustment through the City of Santa Maria. This may include planning department coordination with agencies and attending any public hearings, etc. This task may also include mapping efforts and/or materials in support of the lot line adjustment efforts.

Deliverables:

- *Additional lot line adjustment processing and coordination as described above*

Fixed Fee:

- *\$19,500 (see footnote)*

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed, and the total amount stated in the contract for the task is invoiced.

Total Estimated Additional Fees: **\$19,500**



Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

djpN:\0001\0156-05-CO23-Santa-Maria-Airport-Bus-Park-Lot-Line-Adj\Project-Management\Contracts\Addenda\Addendum-X.I\ASA-Task-S.4-djp-10.21.24.docx



EXHIBIT A-1

General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

EMPLOYEE RATES (HOURLY). Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule I attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

SUBCONSULTANT EXPENSES. The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant,
Geotechnical Consultant, Mechanical Engineer, Cost Estimator, Archaeological Consultant, Electrical Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

REIMBURSABLE EXPENSES. Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the

Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

RRM DESIGN GROUP REPRODUCTIONS. Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

FEES AND PAYMENTS. Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. **PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION.** In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

ADVANCE PAYMENT. RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

COMMENCEMENT OF WORK. RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION OR SUSPENSION. Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches or fails to perform any provision of this



Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

ADDITIONAL SERVICES. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of

information related to any legal action involving Client in which RRM Design Group is not a named party.

ADDITIONAL DOCUMENTS. RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

LIMITATION OF LIABILITY. RRM Design Group's liability for damages arising from any claimed error, omission or other professional negligence shall be limited to \$25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of \$500.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group, and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives in connection with this Agreement, whether or not the entire scope of such work is described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE: _____.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

INDEMNIFICATION. To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors,



shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

INSURANCE. RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

TITLE. It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

CLIENT RESPONSIBILITIES. Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may



require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

STANDARD OF PERFORMANCE. The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

OPINION OF PROBABLE COST. Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's

budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

HAZARDOUS ENVIRONMENTAL CONDITION.

Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

ARBITRATION. Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.



Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis therefor, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

LIENS. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

FORCE MAJEURE. RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

OTHER PROVISIONS. This Agreement together with the Prime Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.

EXHIBIT A-1 SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 150 - \$ 245
Design Director	\$ 210 - \$ 260
Designer I	\$ 75 - \$ 110
Designer II	\$ 85 - \$ 125
Designer III	\$ 105 - \$ 145
Intern	\$ 60 - \$ 85
Job Captain	\$ 95 - \$ 155
Manager of Architecture	\$ 180 - \$ 280
Principal	\$ 215 - \$ 395
Project Architect	\$ 135 - \$ 210
Project Designer	\$ 115 - \$ 200
Project Manager	\$ 120 - \$ 190
Senior Architect	\$ 165 - \$ 210
Senior Designer	\$ 140 - \$ 180
Senior Project Manager	\$ 155 - \$ 255

ENGINEERING & SURVEYING

Associate Engineer	\$ 115 - \$ 175
Construction Inspector	\$ 135 - \$ 175
Designer I	\$ 55 - \$ 105
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 95 - \$ 135
Engineer I	\$ 95 - \$ 140
Engineer II	\$ 115 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 165
Principal	\$ 235 - \$ 395
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 145 - \$ 230
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 230
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 85 - \$ 115
Survey Technician III	\$ 100 - \$ 135

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 175
Two person	\$ 175 - \$ 325
Three person	\$ 235 - \$ 415

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 250
Two person	\$ 225 - \$ 370
Three person	\$ 325 - \$ 515

INTERIOR DESIGN

Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 75 - \$ 105
Associate Designer	\$ 90 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 140 - \$ 235
Intern	\$ 55 - \$ 85
Landscape Architect	\$ 115 - \$ 160
Manager of Landscape Architecture	\$ 165 - \$ 245
Principal	\$ 190 - \$ 395
Principal Landscape Architect	\$ 135 - \$ 205
Senior Landscape Architect	\$ 125 - \$ 185

PLANNING

Assistant Planner	\$ 100 - \$ 130
Associate Planner	\$ 110 - \$ 175
Intern	\$ 55 - \$ 95
GIS Specialist	\$ 80 - \$ 165
Senior GIS Specialist	\$ 105 - \$ 200
Manager of Planning	\$ 190 - \$ 265
Principal	\$ 240 - \$ 475
Principal Planner	\$ 175 - \$ 245
Senior Planner	\$ 145 - \$ 210
Senior Urban Designer	\$ 155 - \$ 195
Urban Designer	\$ 105 - \$ 185

CORPORATE SERVICES

Administrative Assistant	\$ 75 - \$ 95
Administrative Coordinator	\$ 100 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 300 - \$ 495
File Clerk/Administrative Support	\$ 50 - \$ 85
Marketing Assistant	\$ 50 - \$ 85
Marketing Coordinator	\$ 75 - \$ 115
Marketing Manager	\$ 130 - \$ 235
Marketing Specialist	\$ 95 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 90 - \$ 140
Receptionist	\$ 55 - \$ 80
Senior Marketing Specialist	\$ 135 - \$ 170

**FIRST AMENDMENT OF SERVICES AGREEMENT
FOR CONSULTING SERVICES**

WHEREAS, by the Services Agreement (Consulting Services) dated January 1, 2021, (the "Agreement") between the SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and RRM DESIGN GROUP, A CALIFORNIA CORPORATION ("Consultant"), the District retained Consultant to perform certain land planning and public affairs consulting services; and

WHEREAS, the parties to the Agreement mutually desire to amend the Agreement.

THEREFORE, for good and valid consideration the sufficiency of which is hereby acknowledged, the District and Consultant mutually agree to amend the Agreement as follows:

1. **TIME OF PERFORMANCE.** The time to complete the services in Section 2 of the Agreement is extended from June 30, 2021, to October 31, 2024.
2. **COMPENSATION.** The District shall compensate Consultant in the amount of \$2,629.74 for additional services provided to the District under the Agreement, and the not-to-exceed amount in Section 3 of the Agreement shall be increased to \$27,629.74.
3. **FULL AND FINAL PAYMENT.** Consultant and District mutually agree that the final payment of \$2,629.74 as set forth in Section 2 herein represents District's full and final payment for all costs associated with the Agreement. Consultant hereby agrees that District shall not be responsible for any additional costs or liabilities related to the Agreement, whether known or unknown.

All of the other terms, covenants, conditions, and provisions of the Agreement shall remain in full force and effect.

Dated: **November 14, 2024**

Approved as to content for District:

General Manager

Approved as to form for District:

District Counsel

DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT

Ignacio Moreno, President

Steve Brown, Secretary

CONSULTANT:

RRM DESIGN GROUP, A
CALIFORNIA CORPORATION

Erik Justesen, Principal

SERVICE AGREEMENT
(Consulting Services)

By this Agreement, dated November 14, 2024, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and RRM Design Group, a California Corporation (herein called "Consultant"), District retains Consultant to perform the Open Space Parcel Rezoning.

WITNESSETH

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Consultant agree as follows:

1. SCOPE OF AGREEMENT

District hereby hires Consultant to assist District's General Manager in providing on call land use planning support on an as needed basis. Consultant agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Consultant will commence retroactively to April 7, 2022. The services shall be completed prior to May 31, 2025.

3. COMPENSATION

District shall compensate Consultant for all services to be provided by Consultant under this Agreement, as outlined in Exhibit "A-1" attached and incorporated by this reference. Consultant shall be compensated for the work requested by the District's general manager, not to exceed \$97,000.00. Consultant shall bill District monthly for services rendered, based upon progress and hourly time expended on each element of the project. Payment shall be due and payable 30 days following date of receipt of submitted bill.

Reimbursable Expenses are limited to meals, printing, shipping, and expenses associated with presentations and meetings not to exceed \$800.00. All expenses will be reimbursed at cost. There will be no reimbursement for office overhead, including but not limited to telephone, facsimile, postage, in-house copying, insurance, etc. which are included in the consulting fees.

4. MATERIALS AND DOCUMENTS

District shall be the owner of all drawings, Mylar's, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Consultant. Consultant may retain copies for its files.

Consultant shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Consultant in the performance of the services hereunder, except as otherwise specifically provided.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by Consultant.

6. INDEPENDENT CONTRACTOR

The parties intend that Consultant shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

7. PRIOR APPROVAL OF DISTRICT

Consultant shall not incur any obligations or provide any services for District exceeding \$97,000 without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Consultant's bills.

8. CONSULTANT RECORDS

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for three (3) years after District makes final payment to Consultant hereunder. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work hereunder.

9. TERMINATION

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Consultant shall not be entitled to further compensation from District, other than for services previously approved and completed.

10. SUSPENSION OR ABANDONMENT OF PROJECT

District may at any time suspend or abandon any project or any part thereof. In the event District should determine to suspend or abandon all or any part of any project, it shall give written notice thereof to Consultant, who shall immediately terminate all work upon that portion of the project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Consultant, as full and final settlement, compensation for all of Consultant's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion that the Consultant's services rendered to the date of receipt of such notice bears to the total compensation the Consultant would have received in accordance with Exhibit "A" had the project been completed.

11. **INSURANCE** Consultant shall, at Consultant's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Consultant and Consultant's officers and employees:

Automotive and Public Liability and Property Damage Insurance:
Automobile liability and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage, providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

12. **INDEMNITY**

In compliance with California Civil Code Section 2782.8, Consultant shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including reimbursed costs and expenses for reasonable legal services and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Consultant, or to the extent caused by the negligence, willful misconduct or omission of Consultant, its officers and employees, provided, however, that Consultant is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

13. **EXTRA SERVICES**

There will be no payment for extra services by Consultant unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors.

14. **RIGHT TO AMEND**

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Consultant agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Consultant for previously approved expenses and completed services.

15. NOTICES

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Consultant at 3765 S. Higuera St. Suite 102, San Luis Obispo, CA 93401. Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

16. ATTORNEY'S FEES

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court.

17. OTHER CONSULTANTING SERVICES

District reserves the right to contract with Consultant or other Consulting firms for Consulting and design services on a project-by-project or other basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

Dated: November 14, 2024

DISTRICT:

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

Ignacio Moreno, President

Approved as to form for District:

Steven Brown, Secretary

District Counsel

Consultant:

RRM DESIGN GROUP, A
CALIFORNIA CORPORATION

Erik Justesen, Principal



EXHIBIT 'A'

May 14, 2021

Transmitted via email: chastert@santamariaairport.com

Chris Hastert, General Manager
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

**RE: Santa Maria Airport Open Space Parcel Rezoning
Proposed Scope of Services**

Dear Chris,

RRM Design Group (RRM) is looking forward to providing you with the planning and design services to rezone the subject parcel located on A Street and Fairway Drive in Santa Maria. This letter provides you with a proposal to do this requested work.

PROJECT UNDERSTANDING

It is our understanding that the subject parcel is currently zoned Open Space in the City of Santa Maria zoning code. Santa Maria Airport (SMX) would like to rezone the approximately seven-acre site to a category consistent with the surrounding land uses and neighboring sites which are generally in a Light Industrial/Manufacturing designation. City entitlements needed will include a General Plan amendment, zone change, and environmental clearance.

SCOPE OF SERVICES

Task 1: Due Diligence (Data Collection, Research, Opportunities, Constraints, and Base Mapping)

RRM will make maximum use of all existing data available from our own files and the files of SMX and their consultants to prepare a summary of the current situation. This will include research and meetings, and/or discussions with various parties, to understand current zoning and the history surrounding this site, on-site and adjacent utilities, infrastructure, access, circulation, environmental conditions, surrounding land uses, ALUP safety zones, real estate highest and best use, appraisals, and all other relevant analysis to form a complete due diligence assessment.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



Deliverables:

- *Summary of all relevant due diligence findings; present one (1) written memo to SMX with confirmation of goals, process, and estimated schedule*

Fixed Fee:

- *\$9,000 (see footnote A)*

Task 2: Application for General Plan Amendment, Rezoning, and Environmental Clearance

RRM will prepare all necessary application forms and required materials by the City of Santa Maria for this type of application.

Deliverables:

- *Prepare all required materials, project description, maps, graphics, text, application forms necessary to submit and process the requested General Plan zoning action*

Fixed Fee:

- *\$18,000 (see footnote A)*

Task 3: Public Hearings

RRM will prepare all necessary materials and conduct coordination with City and agency staff, and prepare for and represent SMX at various public hearings and review committees. The request would involve a consistency finding with the Santa Barbara County Association of Governments Airport Land Use Commission (SBCAG ALUP) and public hearings before the City Planning Commission and City Council.

Deliverables:

- *Prepare for and represent SMX at all public agency review bodies necessary to achieve General Plan zoning goals (assumes one [1] SBCAG, one [1] Planning Commission, one [1] City Council)*

Estimated Fee: Time and Materials - Hourly

- *\$6,000 (see footnote B)*

Task 4: Client, Project, and Public Agency Coordination and Consultant Coordination and Management

RRM will provide all project management, Client coordination, communication, meetings, and scheduling. We will coordinate with the required technical consultants regarding biology, traffic, and any other environmental issues. This also includes all agency coordination with City, County, SBCAG, Laguna Sanitation, and others who have jurisdiction over the subject parcel.



Deliverables:

- All coordination, management, oversight, reporting, and record keeping as described above

Estimated Fee: Time and Materials - Hourly

- \$26,000 (see footnote B)

Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms, and conditions in the enclosed Exhibit A-I. The actual cost for direct expenses may be more or less than the estimate shown.

Estimated Fee:

- \$800

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- All relevant data, documents, and records that may be valuable in supporting the rezoning effort

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- CEQA clearance; RRM can provide CEQA services as an additional service once we understand the level of environmental review is necessary based on discussions with City and completion of initial study. All specialized studies required as a part of the CEQA documentation process will be provided under separate contract by others
- Architectural design and site planning; this is a rezone effort only, we will base the build out intensity on FAR standards contained in the City zoning code for the zoning district we are seeking
- Biological studies or permits, we expect SMX contract biologist will be performing these tasks



- Traffic study
- Geotech and/or phase one site assessment
- Survey work; we assume there is enough existing data to use for a base map and description of the area. If a survey or legal description is needed this can be handled as an additional service by RRM Surveying
- Detailed engineer studies for flooding, drainage, water, sewer, utility systems, off-site improvements, and other engineering services. RRM can furnish these as additional services if deemed necessary by City

TASK AND FEE SUMMARY

TASK	DESCRIPTION	Fixed Fee <small>(see footnote A)</small>	T&M <small>(see footnote B)</small>
1	Due Diligence	\$ 9,000	
2	Application for General Plan Amendment, Rezoning, and Environmental Clearance	\$ 18,000	
3	Public Hearings		\$ 6,000
4	Project Coordination and Management		\$ 26,000
SUMMARY OF FEES:		\$ 27,000	\$ 32,000
SUBTOTAL:		\$59,000	
Estimated Reimbursable Expenses		\$800	
ESTIMATED PROJECT TOTAL:		\$59,800	

Fee Footnotes

- Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- Estimated fees for tasks shown as “Time and Materials” (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS


RRM Design Group and Client agree that Exhibit A-1 is hereby made part of this proposal.



If you have any questions at all, please don't hesitate to call me at 805 431-6032 or by email at ejjustesen@rrmdesign.com . If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records. We look forward to working with you to achieve your rezoning goals for this parcel.

Sincerely,


RRM DESIGN GROUP


Erik Justesen, ASLA, LEED AP
President and CEO
CA License No. 2608

Attachment: Exhibit A-I

The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:



Sign 4/7/2022
Date

Chris Hastert, General Manager

Print Name, Title

invoice@santamariaairport.com

Billing E-mail (Please identify person's name and e-mail address to receive electronic invoices.)

Tasks Authorized (All tasks authorized unless otherwise noted.)



ADD. SERVICE AUTHORIZATION

Date: June 1, 2023	
Client: Santa Maria Public Airport District	Task ID Number: 5 and 6
Project Name: Santa Maria Airport Open Space Parcel Rezoning	Project Number: 2123-01-CU21

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with Santa Maria Public Airport District (the "Client") dated April 7, 2022 (the "Prime Agreement") for the project: Santa Maria Airport Open Space Parcel Rezoning (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Task 5: Transportation Impact Study

RRM Design Group's (RRM) subconsultant, Central Coast Transportation Consulting (CCTC), will prepare a transportation impact study (TIS) for the proposed rezoning of a 6.9-acre site on A Street at Fairway Drive in the City of Santa Maria. The project proposes to rezone the area from Open Space to M-I – Light Industrial with up to 100,000 square feet of building area anticipated, which is expected to generate approximately 70 peak hour trips. The following intersections will be analyzed:

- Betteravia Road/A Street
- A Street/McCoy Lane
- Fairway Drive/Skyway Drive

Deliverables:

- *Data collection*
- *CEQA analysis*
- *Existing and existing plus project conditions*
- *Cumulative and cumulative plus project conditions*
- *Deficiency and mitigation analysis*
- *Site access and circulation*
- *Draft TIS summarizing the above analysis for review and comment by the project team and City staff. Comments will be incorporated into the Final Draft TIS*



Estimated Fee: Time and Materials – Hourly

- \$18,359 (see footnote)

Task 6: Quality/Greenhouse Gas Emissions (AQ/GHG) Assessment

RRM's consultant, Rincon Consultants, Inc., will prepare an Air Quality/Greenhouse Gas Emissions (AQ/GHG) Assessment and Phase I Assessment for the Santa Maria Airport Rezoning project. The project would consist of rezoning the project site's existing Airport Service (AS-1) Land Use Classification and Open Space (OS) Zoning Designation to Light Industrial (LI) or General Industrial (GI) with corresponding Light Industrial M-1 or Commercial Manufacturing CM Zone designation.

Deliverables:

- Air quality/greenhouse gas emissions technical report
- Phase I environmental site assessment

Estimated Fee: Time and Materials – Hourly

- \$14,883 (see footnote)

Fee Footnote

Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Consultant Additional Fees: \$33,242

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:



Sign

June 2, 2023

Date

Martin Pehl, General Manager

Print Name, Title



ADD. SERVICE AUTHORIZATION

Date: August 23, 2024	
Client: Santa Maria Public Airport District	Task ID Number: 7
Project Name: Santa Maria Airport Open Space Parcel Rezoning	Project Number: 2123-01-CU21

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Santa Maria Public Airport District (the "Client") dated April 7, 2022 (the "Prime Agreement") for the project: Santa Maria Airport Open Space Parcel Rezoning (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Task 7: AQ/GHG CalEEMod Modeling Revisions

RRM Design Group's consultant, Rincon Consultants, Inc., will prepare an updated air quality/greenhouse gas (AQ/GHG) report and address Santa Barbara County Air Pollution Control District (SBCAPCD) comments.

Deliverables:

- AQ/GHG CalEEMod modeling revisions based on the latest project trip generation numbers
- Revised AQ/GHG report to address comments received by the Santa Barbara County Air Pollution Control District (SBCAPCD)

Estimated Fee: Time and Materials – Hourly

- \$2,920 (see footnote)

Fee Footnote

Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.



Total Estimated Additional Fees: \$2,920

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

[Handwritten Signature]

8/26/24

Sign

Date

MARTIN PEHL, GENERAL MANAGER

Print Name, Title



EXHIBIT A-1

General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

EMPLOYEE RATES (HOURLY). Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule I attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

SUBCONSULTANT EXPENSES. The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant,
Geotechnical Consultant, Mechanical Engineer, Cost Estimator, Archaeological Consultant, Electrical Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

REIMBURSABLE EXPENSES. Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the

Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

RRM DESIGN GROUP REPRODUCTIONS.

Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

FEES AND PAYMENTS. Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. **PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION.** In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

ADVANCE PAYMENT. RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

COMMENCEMENT OF WORK. RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION OR SUSPENSION. Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches or fails to perform any provision of this



Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

ADDITIONAL SERVICES. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of

information related to any legal action involving Client in which RRM Design Group is not a named party.

ADDITIONAL DOCUMENTS. RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

LIMITATION OF LIABILITY. RRM Design Group's liability for damages arising from any claimed error, omission or other professional negligence shall be limited to \$25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of \$500.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group, and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives in connection with this Agreement, whether or not the entire scope of such work is described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE: _____.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

INDEMNIFICATION. To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors,



shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

INSURANCE. RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

TITLE. It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

CLIENT RESPONSIBILITIES. Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may



require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

STANDARD OF PERFORMANCE. The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

OPINION OF PROBABLE COST. Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's

budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

HAZARDOUS ENVIRONMENTAL CONDITION.

Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

ARBITRATION. Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.



Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis therefor, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

LIENS. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

FORCE MAJEURE. RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

OTHER PROVISIONS. This Agreement together with the Prime Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.

EXHIBIT A-1 SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING

Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING

Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES

Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



ESTIMATE

Estimate #: **5722 Version 3**
 Date: **Oct 7, 2024**
 Terms: **Net 30**
 Project: **Site cameras, budgetary**

Customer Santa Maria Airport	Property Santa Maria Airport 3217 Terminal Dr, Santa Maria, CA 93455
--	---

DESCRIPTION

Parking lot pole connections \$21,362.85
 Budgetary cost to add cameras to power poles. Assumes that power at poles is not on a timer controller and can be used to install PtP radios. Install outdoor rated junction boxes on poles with network equipment to power camera. Program radios to work with existing bridges.

If existing wireless bridge signal does not reach parking lot we will install a multipoint bridge at main building. This cost is excluded from this estimate and will be worked out upon a site walk.

Material Description	Qty	Unit Price	Subtotal
Ubiquiti outdoor wireless bridge	5	\$65.41	\$327.05
Outdoor rated junction box	5	\$80.83	\$404.15
#12 wire	180	\$0.28	\$50.40
Misc Hardware - Mounting hardware, screws, straps, etc.	1	\$200.00	\$200.00
Rental of equipment, lift allowance	1	\$1,500.00	\$1,500.00
Outdoor network box assembly, battery backup	6	\$1,125.00	\$6,750.00
Batteries, allowance	16	\$125.00	\$2,000.00
Fused step down transformer, 500VA	5	\$320.00	\$1,600.00
Instant Outdoor PoE Converter	5	\$26.25	\$131.25
		Material Total	\$12,962.85
		Labor Total	\$8,400.00

Verkada equipment and licenses \$20,484.42
 Cost of Verkada equipment with 5-year term licenses. Installation costs included in other scopes.

Material Description	Qty	Unit Price	Subtotal
CB52-TE Outdoor Bullet Camera, 256GB, 30 Days Max	3	\$1,049.30	\$3,147.90
5-Year Camera License	3	\$629.30	\$1,887.90
CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max	3	\$2,729.24	\$8,187.72

5-Year CH52 Multisensor Camera License	3	\$1,889.30	\$5,667.90
Shipping & Handling	1	\$0.00	\$0.00
ACC-MNT-9	6	\$156.75	\$940.50
ACC-MNT-ARM-1	4	\$74.25	\$297.00
ACC-MNT-8	3	\$51.75	\$155.25
ACC-MNT-SJBOX-1	3	\$66.75	\$200.25
		Material Total	\$20,484.42
		Labor Total	\$0.00

QUALIFICATIONS

1. Our offer is firm until Nov 6, 2024.
2. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
3. Unless noted in the specific inclusions, our work will be performed during our normal working hours and work week.
4. Prevailing Wages paid on all public works projects.

Total Tax..... \$2,265.50

Total Proposal as Outlined Above..... \$44,112.77

(805) 687-1335 www.advcablesys.com
office@advcablesys.com or dwoodruff@advcablesys.com or cdata@advcablesys.com
Loepkey-Wentling Inc, dba Advanced Cable Systems
License #748093 DIR #1000024989

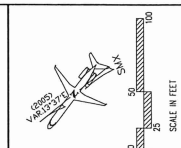
TERMINAL PARKING LOTS CONSTRUCTED (SEE PAVEMENT HISTORY BOOK)	
PROJECT	YEAR
TERMINAL PARKING LOTS A, B & C AND STREET	1971
TERMINAL PARKING LOT D & E	1983
GENERAL AVIATION PARKING LOT H	1984
TERMINAL PARKING LOTS E & F	1986
BAGGAGE CLAIM PARKING LOT I	2005
SEAL COATED TERMINAL PARKING LOTS A, B, C, D, E, F & G	2012

- (HANGAR ST. NOT SHOWN)
- LICENSE PLATE READER (LPR)
- ◆ 4 WAY CAMERA
- APPROX. LOCATIONS

SKYWAY DR.

RENTAL CAR 87
 RESTAURANT 24
 PUBLIC 604
 NON ADA PARKING 715
 ADA PARKING TOTAL 15
 (3 VAN)
 TOTAL PARKING 730

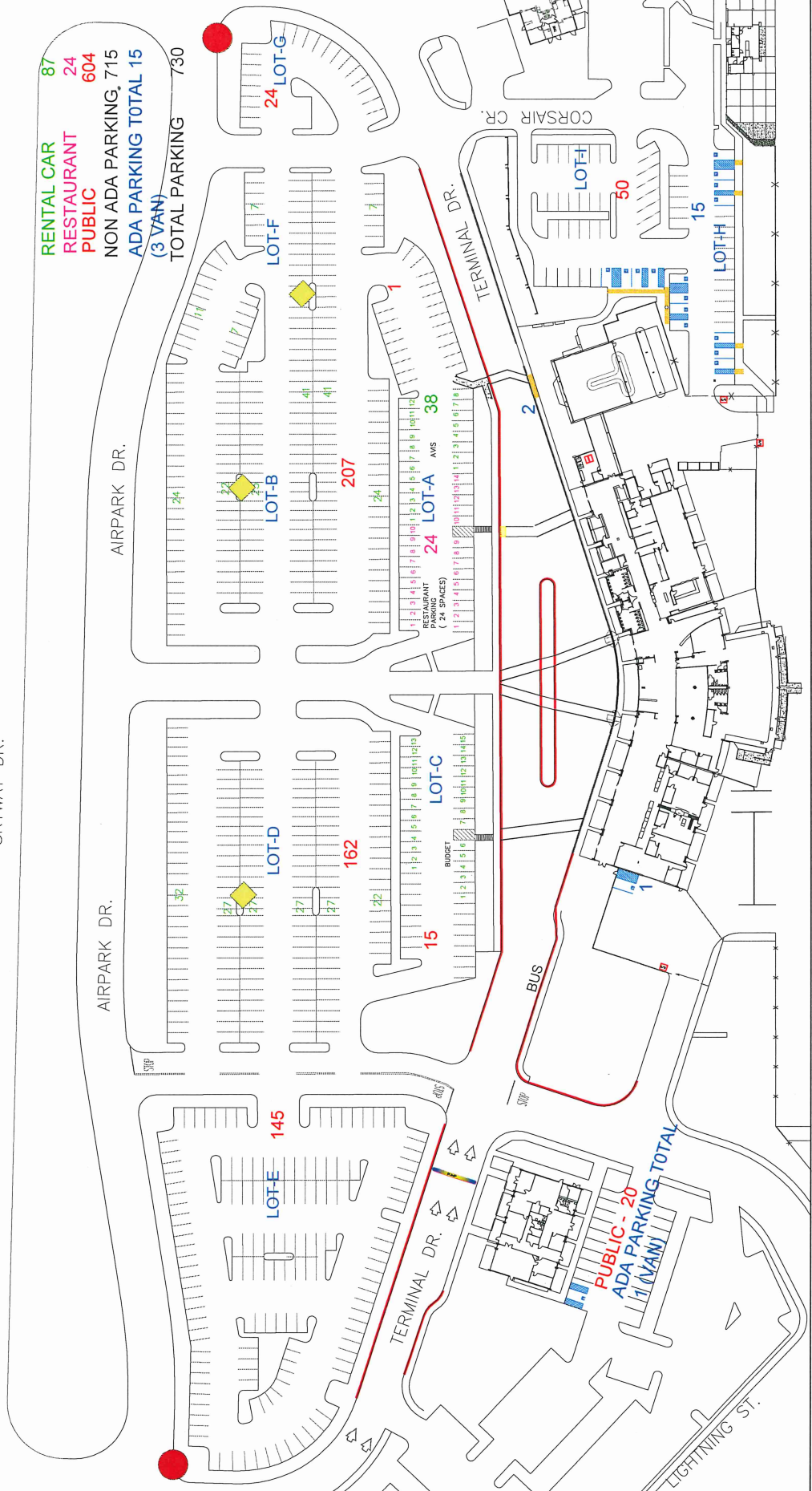
TERMINAL PARKING



DATE	BY	NOTES
12/20/08	RM	

DRAWN BY: RAY HEATH
 DATE: 1/26/15

DRAWING TERMINAL PARKING



INTEROFFICE MEMORANDUM

TO: MARTIN

FROM: RIC

SUBJECT: REQUEST FOR EXPENDITURE

DATE: 11/04/24

CC:

Attached is the quote to purchase F3 foam for both fire trucks and enough to have the necessary backup required for FAA certification. The total for both vehicles is \$60,829.81.

Cleanout is fairly easy and should take less than one day per truck.

There will be some additional storage totes that we will have to purchase, in order to, dump the AFFF foam into for disposal plus disposal costs.

Currently we can store the AFFF until we are able to dispose of this properly. Los Padres is looking into who and where the old AFFF can be disposed of.

Please advise

Ric

Proposal #110 - Santa Maria Airport Foam Truck



Los Padres Fire Protection
2003 Preisker Lane Suite D Santa Maria Ca
93454
P: 805 928 4628
Proposal Date: 10/11/2024

Prepared By

Joseph Coppo
joseph@lospadresfirepro.com
805-260-3566

Prepared For

Santa Maria Public Airport
3217 Terminal Drive Santa Maria CA 93455
Bill Noble
bnoble@santamariaairport.com
805-310-1842

Summary

Los Padres Fire Protection is taking considerable strides forward in 2024-2025. We are introducing Inspect Point software to track all of our services.

What does this mean for you?

You will get the most accurate inventory of your assets, you will be able to budget to a closer margin than ever before. You will have your own portal to login in and see upcoming services for the years to come. You will receive annual reports on services completed, critical deficiencies and impairments.

We are very excited to bring you this technology, this will help both of our companies become extremely efficient with time and budgets.

Thank you,

Los Padres Fire Protection

Scope Of Work

- Meets MIL-PRF-32725 (I1)
- Internally tested to meet MIL-PRF-32725 (I1) in salt water
- Positive spreading coefficient on jet fuel
- Biodegradable and non-persistent
- Newtonian viscosity makes for easy proportioning
- Fast knockdown & extinguishing
- Compatible with multiple equipment systems
- Contains no siloxanes

Description	Quantity	Unit Price	Total
Freight Cost	1.0	\$3,895.00	\$3,895.00
Solberg 3% MIL-SPEC SFFF - FLUORINE-FREE FOAM 265 GALLON TOTE	4.0	\$10,600.00	\$42,400.00
Solberg 3% MIL-SPEC SFFF - FLUORINE-FREE FOAM 55 GAL DRUM	3.0	\$2,707.69	\$8,123.07
Solberg 3% MIL-SPEC SFFF - FLUORINE-FREE FOAM 5 GALLON PAIL	7.0	\$261.54	\$1,830.78
1260 Gallons of 3% Mil-Spec FLUORINE-FREE FOAM delivered to the Santa Maria Airport			\$0.00
Sub Total			\$56,248.85
Sales Tax			8.75%
Total amount			\$60,829.81

Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date