



AGENDA REGULAR MEETING SAN BENITO COUNTY AIRPORT LAND USE COMMISSION

DATE: Thursday, October 18, 2018
3:00 P.M.

LOCATION: Board of Supervisors Chambers, 481 Fourth Street,
Hollister, CA 95023

COMMISSIONERS: Chair Jaime De La Cruz, Vice Chair Tony Boch
Directors Anthony Botelho, Jim Gillio, and Ignacio Velazquez
Alternates: San Benito County: Jerry Muenzer;
City of Hollister: Mickie Solorio Luna; San Juan Bautista: Jim West

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Director's on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

3:00 P.M. CALL TO ORDER:

A. ACKNOWLEDGE Certificate of Posting

B. PUBLIC COMMENT: (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

- 1. APPROVE** Airport Land Use Commission Draft Meeting Minutes Dated August 16, 2018 – Gomez

REGULAR AGENDA

- 2. APPROVE** Contract with Airport Consultant Walter D. Windus for the Preparation of an Update to the Airport Land Use Compatibility Plan for the Frazier Lake Airpark for an amount not to exceed \$12,450 – Lezama

Adjourn to ALUC Meeting on Thursday, November 15, 2018. Agenda Deadline is Tuesday, November 6, 2018 at 12:00 P.M.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Council of Governments Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Council's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.

**San Benito County
AIRPORT LAND USE COMMISSION
REGULAR MEETING**

August 16, 2018 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Vice-Chair Boch, Director Botelho, Director Gillio, and Director Velasquez

MEMBERS ABSENT:

Chair De La Cruz

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Secretary, Monica Gomez

CALL TO ORDER:

Vice-Chair Boch called the meeting to order at 3:34 P.M.

A. Acknowledge Certificate of Posting

Upon a motion duly made by Director Velasquez, and seconded by Director Gillio, the Directors unanimously approved the Certificate of Posting. Vote: 4/0 motion passes.

B. Public Comment: None

CONSENT AGENDA:

1. Approve Airport Land Use Commission Draft Meeting Minutes dated July 19, 2018 – Gomez

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director Botelho, and seconded by Director Gillio, the Directors approved Consent Agenda Item 1. Vote: 4/0 motion passes.

REGULAR AGENDA:

2. Authorize Release of Request for Qualifications for the Preparation of an Update to the Land Use Compatibility Plan for the Frazier Lake Airpark – Lezama

Upon a motion duly made by Director Botelho, and seconded by Director Gillio, the Directors approved Item 2. Vote: 4/0 motion passes.

Upon a motion duly made by Director Velasquez, and seconded by Director Botelho, the Directors adjourned the ALUC Meeting at 3:37 p.m. Vote: 4/0 motion passes.

ADJOURN TO ALUC MEETING THURSDAY, SEPTEMBER 20, 2018.



Staff Report

To: Airport Land Use Commission
From: Veronica Lezama, Transportation Planner Telephone: (831) 637-7665, ext. 204
Date: October 18, 2018
Subject: Frazier Lake Airpark Land Use Compatibility Plan

Recommendation:

APPROVE Contract with Airport Consultant Walter D. Windus for the Preparation of an Update to the Airport Land Use Compatibility Plan for the Frazier Lake Airpark for an amount not to exceed \$12,450.

Summary:

The San Benito County Airport Land Use Commission (ALUC) adopted the current Comprehensive Land Use Plan for Frazier Lake Airpark in 2001. Subsequently, Caltrans Division of Aeronautics updated the California Airport Land Use Planning Handbook. The Frazier Lake Airpark's Comprehensive Land Use Plan requires updating to reflect the standards set forth in the current Caltrans Airport Land Use Planning Handbook.

Financial Impact:

The funding agency, Council of Governments, has budgeted \$20,000 in fiscal year 2018/2019 for the preparation of the updated Frazier Lake Airport Land Use Compatibility Plan, but only a portion, \$12,450, of the budget will be spent on the update. ALUC will serve as the lead agency for the preparation of the updated Plan.

Background:

Airport Land Use Commissions (ALUC) have been established for all counties with public use airports within the State of California. ALUCs are formed with the specific intent of implementing state law, as set forth in Division 9, Part 1, Chapter 4, Article 3.5 (sections 21670 – 21679.5) of the Public Utilities Code, regarding airports and surrounding land use compatibility. The purpose of ALUC is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

As a primary function, ALUC must adopt processes for the preparation, adoption, and amendment of the airport land use compatibility plan for each airport that is served by a scheduled airline or operated for the benefit of the general public. Specifically, PUC Sections 21674(c), 21674.7 and 21675 provide that ALUCs are responsible for the preparation of Airport Land Use Compatibility Plans (ALUCPs), in compliance with the Airport Land Use Planning

Handbook. Frazier Lake Airpark is privately owned and is operated for the benefit of the general public. Caltrans Division of Aeronautics has updated the California Airport Land Use Planning Handbook since the ALUC adopted the 2001 Frazier Lake Airpark’s Comprehensive Land Use Plan. The updated Handbook provides guidance for meeting baseline safety and compatibility requirements.

A Request for Qualifications was released in August and aviation consultant Walter D. Windus was selected as the preferred consultant to prepare the Airport Land Use Compatibility Plan. Mr. Windus’ experience consists of preparing the Airport Land Use Compatibility Plans for Santa Clara Moffett Federal Airfield, Palo Alto Airport and the previously adopted Frazier Lake Comprehensive Land Use Plan. Mr. Windus is a retired registered professional engineer, flight instructor, licensed aircraft mechanic, airport manager (4 years in San Benito County), past manager of a Fixed Base Operation at San Jose International Airport and Chairperson of the Santa Clara County Airport Land Use Commission for the past 5 plus years. He also has 40 years of experience working in the high technology industry as an engineering executive, retiring as Vice President of a \$500 million company with 500 employees.

ALUC anticipates a timeframe of no more than 9 months to prepare the Frazier Lake Airport Land Use Compatibility Plan as shown in the schedule below.

Task/Milestone	2018				2019					
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Contract Execution	√									
Task 1: Project Management and Administration	√	√	√	√	√	√	√	√	√	
Task 2: Project Kick-off Meeting		√								
Task 3: Data Collection and Review	√	√								
Task 4: Frazier Lake Airport Land Use Compatibility Plan Content			√	√	√	√	√	√		
Task 5: Compatibility Policies				√	√	√	√			
Task 6: Compatibility Maps				√	√	√	√			
Task 7: Environmental Document						√	√			
Task 8: Public Draft Plan							√			
Task 9: Public Participation							√	√	√	
Task 10: Final Plan Adoption									√	

Executive Director Review: _____

Counsel Review: Yes

Enclosure: Contract- Frazier Lake Airport Land Use Compatibility Plan

DRAFT CONTRACT

The SAN BENITO COUNTY AIRPORT LAND USE COMMISSION ("ALUC") and Walter Windus ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on October 18, 2018, and end on October 18, 2019, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for ALUC's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, ALUC shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000 per occurrence
- (b) Professional liability insurance: N/A.
- (c) Comprehensive motor vehicle liability insurance: \$500,000 with a \$1,000,000 umbrella policy.

Termination.

The number of days of advance written notice required for termination of this contract is 30-days.

7. Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

[] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for ALUC:

Name: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Suite C-7

Hollister, California 95023

Telephone No.: 831-637-7665

Fax No.: 831-636-4160

Contract Administrator for CONTRACTOR:

Name: Walter Windus

Title: _____

Address: 12681 Saratoga Creek Drive

Saratoga, CA 95070-3538

Telephone No.: 408-255-1917

Fax No.: None

SIGNATURES

APPROVED BY ALUC:

Name: Jaime De La Cruz, Chair

Date: _____

APPROVED BY CONTRACTOR:

Name: Walter Windus

Date: _____

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

By: Shirley L. Murphy, Deputy County Counsel

Date: _____

ATTACHMENT A Scope of Services

The CONTRACTOR, for the ALUC's benefit, shall provide the following professional consulting services regarding the preparation of the Frazier Lake Airport Land Use Compatibility Plan, according to the schedule reflected in this Attachment A. The selected firm will apply its expertise to all aspects of the Project in collaboration with other project participants to produce a Compatibility Plan that provides significant value to ALUC. The scope of services consists of the following:

Task 1 Project Management and Administration

The CONTRACTOR'S Project Manager will work with ALUC staff to oversee the development of the Compatibility Plan. The CONTRACTOR will be responsible for preparing and maintaining:

- a. Work program;
- b. Project schedule of deliverables;
- c. Updating ALUC on the project's progress.

Deliverables:

- i. Weekly telephone or email check-in meetings or as deemed necessary by ALUC staff;
 - ii. Monthly invoicing (based on deliverables) and progress summary. Invoices to indicate percent completed by task (Task 1 through 10);
 - iii. Project documents and correspondence, as necessary.
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Task 2 Project Kick-off Meeting

Within two weeks of the contract award date, the CONTRACTOR shall meet with ALUC staff and the Project Development Team to identify potential issues that will need to be considered in the preparation of the Compatibility Plan. The CONTRACTOR will also use this first meeting to obtain the data listed in Task 3 from the ALUC Project Manager. Preceding the meeting, two hours will be reserved for a tour of the Airport.

Deliverables:

- i. CONTRACTOR shall attend an in-person project kick-off meeting with ALUC staff and Project Development Team in Hollister, California;
- ii. CONTRACTOR, in collaboration with ALUC staff, shall prepare the agenda and meeting materials;
- iii. ALUC staff shall arrange a tour of Frazier Lake Airport.

Task 3 Data Collection and Review

The first step in the planning process is to gather and review a wide variety of data regarding the Frazier Lake Airport and the surrounding community. Data to be obtained by the ALUC Project Manager for the CONTRACTOR'S use includes the following:

Airport Data:

- a. Airport Layout Plan;
- b. Aircraft activity data;
- c. Flight tracks;
- d. Noise complaint data;

Land Use Data:

- a. County of San Benito adopted general plans, specific plans and zoning ordinances;
- b. Adopted Frazier Lake Airport Comprehensive Land Use Plan;
- c. ALUC site and architectural review applications, upon CONTRACTOR request;
- d. Other documents, as necessary.

Deliverable:

- I. CONTRACTOR shall provide a matrix identifying data needs. ALUC shall identify if the data is either available or not;
- II. ALUC staff shall provide the CONTRACTOR with a CD of available data.

Assumptions:

The CONTRACTOR shall maximize the use of existing information for cost savings. The CONTRACTOR, one week prior to kick-off meeting, shall provide ALUC staff with the matrix of data needs. ALUC staff shall provide the CONTRACTOR with CD containing available Airport and land use data at the kick-off meeting.

Task 4 Frazier Lake Airport Land Use Compatibility Plan Content

As required by state law, the preparation of the Compatibility Plan must be guided by information in the Airport Land Use Planning Handbook, which is published by the California Division of Aeronautics. The Compatibility Plan should be organized into chapters and set of appendices and the general format will include:

- a. The Plan shall reflect the anticipated growth of the Airport for at least the next 20 years;
- b. *Scope of the Plan*—In a preface or introductory chapter, provide a clear statement describing the scope and function of the plan;
- c. *Authority and Purpose*: Refer to state statutes which authorize establishment of ALUCs and require preparation of compatibility plans. The plan's purpose can be defined in terms of its intended uses and objectives;

- d. *Geographic Coverage*: Provide a general description of the geographic extent of the plan; refer to policies chapter(s) for detailed mapping;
- e. *Jurisdictions Affected*: Identify which local jurisdictions are affected (i.e. San Benito County). The relationship of the Compatibility Plan to the plans of local jurisdictions also may be valuable to describe.
- f. *Limitations of the Plan*: Note the limitations on ALUC jurisdiction over existing land uses and airport operations as stated in the law.
- g. *Airport Information*—Include essential information about the subject airport(s) as necessary to document that the compatibility plan is based upon an adopted airport master plan or an airport layout plan approved by the Division of Aeronautics.
- f. *Planning Status*: Indicate the master plan adoption date or, alternatively, refer to documentation from the Division of Aeronautics approving an airport layout plan as the basis for compatibility planning.
- g. *Layout Plan*: Include a copy of the official airport layout plan or a more schematic scale drawing such as the one included on FAA Airport Master Record (5010) forms. At a minimum, show the configuration and dimensions of the runways, size and shape of runway protection zones, and location of airport boundaries. Also show planned changes to any of these airport components.
- h. *Airport Activity*: Document existing and projected airport operational levels. Include data indicating the known or estimated distribution of operations by type of aircraft, time of day, and runway used.

Deliverables:

- I. Executive Summary
- II. Airport Information
- III. ALUC Authority and Limitations
- IV. Purpose of the Compatibility Plan
- V. Goals, Policies, and Objectives
- VI. Airport Activity Forecast
- VII. Public Participation
- VIII. Land Use Compatibility Policies
- IX. Environmental Review and Documentation

Task 5 Compatibility Plan Policies

The Compatibility Plan should include two basic types of policies; *Procedure Policies* and *Compatibility Policies*. State all policies and criteria as clearly, precisely, and completely as possible, preferably in a chapter or section separate from background information.

I. Procedure Policies

Procedure Policies will address such matters as identification of the type of land use development projects that should be subject to ALUC review and will set forth the procedures to be used by the commission in conducting the reviews; including, but limited to the following:

- a. *Procedure Policies*: List policies delineating the process the ALUC will use in reviewing local actions;
- b. *Types of Actions Reviewed*: List the types of local planning actions which are to be submitted for ALUC review. Distinguish between actions for which reviews are mandatory and those for which reviews depend upon agreement with the local agency involved;
- c. *Project Information*: List the types of information to be included when a project or action is submitted for ALUC review;
- d. *Timing of Review*: Define the timing of ALUC reviews relative to local processing of a project and the time limits within which the ALUC must respond;
- e. *ALUC Staff Responsibilities*: Define staff responsibilities for preliminary review of projects. Indicate whether staff can complete reviews of actions submitted based on agreement with affected jurisdictions;
- f. *ALUC Action Choices*: Indicate whether the ALUC will base its findings of a project's consistency or inconsistency with compatibility criteria solely on the project description as submitted or whether the commission may make a finding of consistency subject to attached conditions.

Deliverables:

- i. The CONTRACTOR shall set procedural policy recommendations for ALUC staff and the Project Development Team as part of the Draft Compatibility Plan No. 1 or prior to this time.

II. Compatibility Policies

The four *Compatibility Policies* will define land use compatibility measures addressing future noise, safety, airspace, and overflight impacts.

Noise Policy:

The magnitude of the exposure of lands around Frazier Lake Airport to airport-related noise shall be described in terms of Community Noise Equivalent Level (CNEL) and the noise metric adopted by the State of California for land use planning purposes.

- a. Use an appropriate threshold Community Noise Equivalent Level (e.g., 70, 65, 60, 55 dBA) on which to base future land use decisions;
- b. The extent to which airport noise affects nearby land use, compatibility shall be assessed based upon the noise contours;
- c. Identify criteria for granting an aviation easement to the airport proprietor where high noise levels exist or are projected to occur;

- d. Develop a Noise Compatibility Criteria Table that lists general land use categories and indicated each use as being either "Generally Acceptable" "Conditionally Acceptable", "Generally Unacceptable" or "Unacceptable" depending upon the noise contour in which it is located.

Safety Policy:

For the purposes of this Compatibility Plan, identify the risk that potential aircraft accidents pose to lands around the Airport. Because aircraft accidents are infrequent occurrences, the pattern of accidents at any one airport cannot be used to predict where future accidents are most likely to happen around that airport. Reliance must be placed on data about aircraft accident locations at similar airports nationally, refined with respect to information about the types and patterns of aircraft usage at the individual airport.

- a. Indicate the risk of accident potential for the area around the airport (including airport property which may include non-airport functions).
- b. Evaluate land use implications for aircraft accident potential on which to base policies.
- c. Determine the areas near the Airport that may be subject to significant risk to public safety. The goal shall be to avoid an unacceptable level of risk to the public, both on ground and air;
- d. Develop a Safety Compatibility Criteria Table that lists maximum population densities, open space requirements and land use restrictions for a project depending upon the safety zone in which it is located.

Airspace Protection:

In developing the airspace protection compatibility policy development, categories of hazards to airspace shall be taken into account: physical, visual, and electronic.

- a. The height of structures and other objects situated near the airport are a primary determinant of physical hazards to the airport/ airspace. The airspace protection policy shall be prepared for the Airport in accordance with Federal Aviation Regulations (FAR) Part 77, *Safe, Efficient Use and Preservation of the Navigable Airspace*, and other applicable obstruction clearance standards published by the Federal Aviation Administration (FAA) in Advisory Circular 150/5300-13, Change 17.
- b. Land use features that have the potential to attract birds and certain other wildlife to the airport/ area are also to be evaluated as a form of physical hazards (FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*).
- c. Visual hazards of concern include certain types of lights, sources of glare, and sources of dust, steam, or smoke.
- d. Electronic hazards are ones that may cause interference with aircraft communications or navigation.

Overflight:

The purpose of the overflight compatibility policy is to help notify people about the presence of aircraft overflight near airports so that they can make informed decisions regarding acquisition or lease of

property in the affected areas. Overflight compatibility is particularly important with regard to residential land uses.

- a. Define Overflight compatibility issues;
- b. Review overflight compatibility concerns in the *Airport Land Use Planning Handbook*;
- c. Obtain information on complaints about Airport operations by geographic location and land use category (residential, office, commercial);
- d. Identify Buyer Awareness Measures to the extent applicable to the roles and responsibilities of the Airport Land Use Commission and the Compatibility Plan.

Deliverables:

- i. The CONTRACTOR shall develop compatibility policies recommendations/options addressing noise, safety, airspace, and overflight impacts;

Assumption:

The CONTRACTOR shall provide ALUC staff and Project Development Team with the draft policies prior to insertion into the draft compatibility plan. CONTRACTOR'S scope of work includes up to three iterations of the policies.

Compatibility Maps

Using locally available GIS digital maps, the CONTRACTOR will facilitate the preparation of the basemap for the Airport study area. The basemap will show available street network, topography, major streams and ponds, runway system, and the Airport property line. This basemap will provide the basis for compatibility maps developed through the planning process. The compatibility maps will be prepared for use in the report and for the public presentations. The maps listed below will be prepared by the CONTRACTOR in collaboration with ALUC for the County and its surroundings.

- a. *Noise Contours*: Indicate boundaries and dimensions of the noise contours to be used for planning purposes;
- b. *Safety Zones*: Indicate boundaries and dimensions of safety zones. When basing zones on guidelines in Chapter 9 of the 2002 California Airport Land Use Planning *Handbook*, make adjustments as appropriate to reflect runway lengths, types and traffic pattern locations;
- c. *Airspace Protection Surfaces*: Include map derived from FAR Part 77 standards indicating allowable heights of objects relative to the airport elevation. Indicate locations where ground exceeds these limits.
- d. *Composite Compatibility Zones*: When using compatibility criteria representing a composite of the above individual compatibility concerns, provide a map showing the boundaries of each zone. When the boundaries do not follow geographic features, indicate distances of boundaries from the airport runways;
- e. *Airport Influence Area*: Clearly identify the overall influence (planning) area boundary.

Deliverables:

The GIS layer(s) to included, at a minimum, the following:

- I. Airport Layout Plan;
- II. Noise Contours;
- III. Airport Safety Zones;
- IV. Elevation levels;
- V. Airspace Protection Zones (Approach, Transitional, Horizontal, and Conical imaginary airspace surfaces reflecting criteria in Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace).

Assumptions:

ALUC is responsible for providing GIS in ESRI shape file format maps. For maps that are not available in GIS/ESRI format, the CONTRACTOR shall provide ALUC staff with the data necessary (i.e. coordinates) to create the maps in-house (i.e. San Benito County GIS Department). For maps outside of County of San Benito's area of expertise, the CONTRACTOR shall be responsible for creating/developing said documents in GIS/ESRI format. Electronic copy of all GIS/ESRI layers in an editable format and one PDF copy. For those maps created by the CONTRACTOR, data shall be prepared in a computer format capable of integration with the County's existing GIS system.

Task 7 Environmental Document and Negative Declaration/Mitigated Negative Declaration

The CONTRACTOR shall prepare all environmental documents necessary for the recommended Frazier Lake Airport Land Use Compatibility Plan, in accordance with the California Environmental Quality Act (CEQA).

Deliverables

- i. Draft No. 1 electronic copy PDF and Word format of the environmental document to be circulated to ALUC staff for comment prior to release to Project Development Team or public. This includes, but not limited to the following: Notice of Preparation, Initial Study, Negative Declaration/Mitigated Negative Declaration) or any other Documentation necessary to fulfill CEQA requirements;
- ii. Draft No. 2 to be presented to the Project Development Team for comment, prior to public release;
- iii. Draft No. 3 is the public draft to be presented to the ALUC Board of Directors as a separate attachment to the Draft Compatibility Plan. CONTRACTOR with ALUC input, shall present the Draft to the ALUC Board of Directors in-person, this include the preparation of PowerPoint and materials;

- iv. ALUC staff shall circulate the environmental documents to interested parties including: public, aviation groups, Caltrans Division of Aeronautics and State Clearinghouse. ALUC staff shall be responsible for all public scheduling all public notices.

Assumptions:

A negative declaration is expected to be sufficient to comply with CEQA. If mitigation measures are required, they will be incorporated into the mitigated negative declaration as necessary. Inconsistencies between the draft compatibility plan and the affected jurisdiction's adopted general plan will be addressed in the CEQA document. Preparation of an environmental impact report is not anticipated to be required and is not included in the CONTRACTOR scope of work. ALUC staff shall compile and provide CONTRACTOR with written comments on the draft CEQA document. Questions unable to be answered by ALUC staff shall be addressed by the CONTRACTOR.

Task 8 Draft Compatibility Plan

The CONTRACTOR shall prepare the draft Compatibility Plan for public release/review according to the project schedule (exhibit F).

Deliverables:

- I. Draft No. 1 electronic copy PDF and Word format of the Draft Plan to be circulated to ALUC staff for comment prior to release to Project Development Team and public;
- II. Draft No. 2 to be presented in-person, by the CONTRACTOR and ALUC staff, to the Project Development Team for comment, prior to public release;
- III. Draft No. 3 is the public draft to be presented to the ALUC Board of Directors and tentatively to the Frazier Lake Airport Board of Directors (meetings are typically held in San Martin, CA) and County of San Benito (the fee schedule should reflect these options). This includes the preparation of a PowerPoint, 24"x36" compatibility maps and other materials deemed necessary by ALUC. Map printing cost shall be the responsibility of ALUC.

Assumptions:

- I. Public notices shall be prepared by ALUC and submitted to appropriate publishing media. ALUC staff will tabulate all comments received during the public comment process on the Draft Compatibility Plan and environmental document. The CONTRACTOR shall assist in responding to public comment unable to be answered by ALUC staff.

Task 9 Public Participation

Public participation program shall be established to encourage an open exchange of information and ideas. While the draft Compatibility Plan and its corresponding environmental document are being

circulated for public review and comment, the CONTRACTOR will work with ALUC staff to host a public workshop to provide information about the plan for affected land owners. ALUC shall be responsible for all outreach, including mailings. The workshop will be informal so that to allow more open exchange of thoughts than can easily be accomplished during a formal public hearing process to follow.

Deliverables:

- II. Conduct one public workshop to discuss and receive input from the public regarding issues related to the update of the Plan. The meeting shall take place during the Draft Compatibility Plan public comment period. The CONTRACTOR shall work in collaboration with ALUC staff to develop presentation materials;
- III. ALUC staff shall mail a letter to all affected properties within the Airport Influence Area notifying property owners of the Draft Compatibility Plan;
- IV. The CONTRACTOR shall be available for one-on-one property owner conversations via telephone or in person (immediately after the public workshop, if warranted);
- V. Maps printed by ALUC;
- VI. ALUC staff will tabulate all comments received during the public comment process on the Draft Compatibility Plan and environmental document. The CONTRACTOR shall assist in responding to public comment unable to be answered by ALUC staff.

Task 10 Final Compatibility Plan

The CONTRACTOR shall prepare the Compatibility Plan satisfactory to the Airport Land Use Commission.

Deliverables:

- I. CONTRACTOR shall provide one PDF and word format copy of the Final Compatibility Plan;
- II. CONTRACTOR shall provide one PDF and word document copy of the environmental document;
- III. CONTRACTOR shall provide GIS/ESRI files.

ALUC maintains the right, as it may deem necessary, to add or delete services to this contract, with a thirty (30) day written notice, in order to accommodate any future ALUC offered programs or as a result in the reduction in ALUC funds. Requests for increase in services will be negotiated with the CONTRACTOR based on the hourly rates provided herein.

Project Schedule:

ALUC anticipates a timeframe of not more than 9 months to prepare the Frazier Lake Airport Land Use Compatibility Plan.

Task/Milestone	2018				2019				
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.
Contract Execution	√								
Task 1: Project Management and Administration	√	√	√	√	√	√	√	√	√
Task 2: Project Kick-off Meeting		√							
Task 3: Data Collection and Review	√	√							
Task 4: Frazier Lake Airport Land Use Compatibility Plan Content			√	√	√	√	√	√	
Task 5: Compatibility Policies				√	√	√	√		
Task 6: Compatibility Maps				√	√	√	√		
Task 7: Environmental Document						√	√		
Task 8: Public Draft Plan							√		
Task 9: Public Participation							√	√	√
Task 10: Final Plan Adoption									√

END OF ATTACHMENT A.

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT shall be made by the SAN BENITO COUNTY AIRPORT LAND USE COMMISSION to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

SAN BENITO COUNTY AIRPORT LAND USE COMMISSION shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ 12,450

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

Services provided in Attachment A, the CONTRACTOR shall be paid based on the hourly rates provided below. Such hourly rates for services are subject to a not-to-exceed amount of \$12,450.

\$120 per hour product (research, writing, design, etc.) and meeting attendance. \$60 per hour for travel time, plus \$0.545 per mile traveled from 12681 Saratoga Creek Drive, Saratoga, CA. There will be no charge for meals or overnight accommodations.

Payment for services shall be made upon CONTRACTOR's satisfactory performance, based upon the services provided under the Scope of Services detailed in Attachment A.

END OF ATTACHMENT B.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and ALUC each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify ALUC, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that ALUC shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming ALUC and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned,

non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.

- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of ALUC, CONTRACTOR shall file certificates of insurance with ALUC, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to ALUC as the insurance required herein. CONTRACTOR further agrees to notify ALUC in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to ALUC or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by ALUC, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if ALUC notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of ALUC, and

shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of ALUC is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to ALUC and not officers or employees of ALUC. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of ALUC. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to ALUC that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify ALUC in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of ALUC, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, ALUC shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. ALUC's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that ALUC shall have the right to deduct from any payments specified in Attachment B any amount owed to ALUC by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If ALUC exercises the right to reduce the consideration specified in Attachment B, ALUC, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions

Paragraph C-2(c) in Attachment C to this contract is hereby deleted.

CONTRACTOR is a sole practitioner without any employees. Therefore, Paragraph C-3(d) to this contract shall not apply unless and until CONTRACTOR hires any employees.

The following additional provisions regarding insurance shall apply, in addition to those set forth in Attachment C to this contract:

Additional Insured Status

The ALUC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the ALUC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the ALUC, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the ALUC.

Waiver of Subrogation

CONTRACTOR hereby grants to ALUC a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the ALUC by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ALUC has received a waiver of subrogation endorsement from the insurer.

Paragraph C-7 in Attachment C is hereby amended to read as follows:

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of ALUC, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents resulting from this project for other

projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of ALUC is prohibited.

END OF ATTACHMENT D.