Marin County Aviation Commission
Minutes of February 5th, 2015 Meeting
7pm - Board of Supervisors' Chambers
Marin Civic Center, San Rafael, CA

Commission Chair: Humphrey Ogg

Commissioners Present at Roll Call: Don LeBrun, Richard Nave, Douglas Watt

Commissioners Absent at Roll Call: Lou Franecke, Ernie Ganas, Marius Nelsen

Staff Present: Dan Jensen (Airport Manager), Eric Steger (DPW), Ann Hearty (recording secretary)

The Chair gavelled the meeting to order at 7:02 pm.

1. Minutes
   Mr. Watt requested that in item 5, FFA be changed to FAA.
   M/S Nave/Watt 4 ayes

2. Airport Manager’s Report and Comments
   a. Mr. Jensen said there had been no incidents or accidents to report, but a float plane tried to land without its wheels deployed.
   b. The Manager stated that regarding the one informal complaint to the Federal Aviation Administration (FAA), a report was expected within two weeks.

   {Mr. Nelson took his place on the dais.}

   c. Mr. Jensen reported that the airport hangar and insurance audit identified 21 units and 60 planes without documentation. He noted that as of February 5th, 19 units and 45 planes were now in compliance, leaving only 2 units and 15 planes on the field requiring follow up.
   d. The Manager said that the County will use the current EIS consultant to satisfy the FAA request.
   e. Mr. Jensen stated that the Division of Aeronautics needed to review the noise abatement signage and there will be no change until the site visit, expected before the next Aviation Commission meeting.
f. The Manager reported that the quarterly maintenance of the AWOS system will cost $1,500 to replace filters and heads.

3. Aviation Commissioners' Reports and Comments
   a. Commissioner Nelson commented that he was pleased the audit mailings had such a good response. He asked how long the additional EIR study will set the expansion process behind. Mr. Jensen estimated an additional 18 months.
   b. Commissioner Watt asked why the FAA made this additional request. Eric Steger relayed an independent review in Washington DC determined the County’s Aviation Forecast is out of date and the FAA want a review of critical aircraft, runway length analysis studies, etc., as part of its decision making process.
   c. Commissioner Nelson asked if the $1,500 will fix the AWOS problems. Mr. Jensen said this would be in addition to costs for a service call to fix the transformer on the transmitter.

4. Unfinished Business
   Commissioner Nelson asked the timeline for Mr. Knight’s application. The Airport Manager estimated within two weeks from FSDO. Mr. Jensen added he expected that FSDO will give direction on safe operations at Gnoss.

5. New Business
   a. Election of Officers - Five ballots were distributed to the Commissioners presented. The Clerk collected the completed ballots and tallied the results. Chair Ogg announced Humphrey Ogg was unanimously reelected Chair and Lou Franecke unanimously reelected Vice Chair for the 2015 calendar year.

   b. Aviation Commission Goals - Chair Ogg reviewed the draft, noting that it had been partially populated by staff. He asked Commissioners to send any ideas to Mr. Jensen or Chair Ogg, who will compile the suggestions for discussion at the next meeting. Mr. Steger stated goals are requested by the Board of Supervisors.

6. Open Time
   Ken Mercer of the Gnoss Field Community Association (GFCA) said the Board of Supervisors approved the Environmental Impact Report (EIR), so why do each of these things keep coming back at every juncture? He asked that the Airport develop a different way of dealing with the neighbors to bring some closure.
Mr. Knight stated that the communication he received from the FAA contained more information. He said that the FAA recommends the two parties work together to resolve this issue. Mr. Jensen distributed the response letter, saying it came in late just that afternoon. He summarized that the FAA has moved this issue to Flight Standards at FSDO and wants the Airport to write up a minimum standards procedure. Mr. Jensen offered that he expected to hear something on this matter within the next couple weeks. Commissioner Watt asked if staff can produce the procedure before the next meeting. Chair Ogg clarified that the process was a complaint was filed, then it is reviewed within Flight Standards, who will determine what is safe, and FSDO will communicate that decision. Commissioner Nelson questioned if the FAA makes the final decision that the Airport standards are required, why not move forward now? The Airport Manager declared it was unknown whether they would be required. Commissioner Watt asked what the process would become if the decision came back the proposed operation was unsafe. Mr. Jensen replied such a decision would be the final word.

7. Adjourn – M/S Nelson/Watt – All ayes
   Meeting adjourned at 7:33 pm.
I. Guidelines

Please fill out all sections. Any sections that are not applicable can be notated as “N/A”.

Track Changes: It is important that all changes and updates be entered via track changes in Microsoft Work on the final document submitted to the County Administrator’s Office. The template is locked with Track Changes activated for your convenience. Changes that are not tracked may be overlooked and therefore not included in the FY 2015-16 Proposed Budget book.

If you are having trouble reviewing the document with the tracked changes you can select “Final” review version in the track changes area of the “Review” tab in the Microsoft Word ribbon.

Please contact Janell Hampton at (415) 473-6360 if you need assistance or have questions about Track Changes.

II. Commission Name/Title

- Aviation Commission

III. Commission Purpose/Mandate

- The purpose of the Aviation Commission is to advise and recommend to the Board of Supervisors on matters relating to the Marin County Airport and all other aviation matters.

IV. Accomplishments for FY 2014-15

List the most significant accomplishments that the Board/Commission has achieved or expects to achieve during the current FY 2014-15 (July 1, 2014 – June 30, 2015).

- Successfully sponsored the airport Vision and Stakeholder Workshop in relation the Runway extension
- Updating of aircraft and insurance requirements for airport tenants
- Relocated the Aviation Commission meetings and adjusted start times to the Civic Center to accommodate larger numbers of community members

V. Goals and Key Initiatives for FY 2015-16

List the Board/Commission’s most important goals (up to 5) for the next Fiscal Year (July 1, 2015 through June 30, 2016). These goals should be statements that reflect your highest priorities, which may or may not change from year-to-year.
Below each goal, list 1-5 key initiatives (activities) that the Board/Commission will be working on in FY 2015-16 that will help it make progress toward that particular goal. Typically, initiatives are discrete activities that can be achieved over the course of one or two years.

Goal #1: Support the County’s efforts for the proposed Gnoss Field runway and taxiway extension

Please enter Goal #1 here.

<table>
<thead>
<tr>
<th>FY 2015-16 Key Initiatives for Goal #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Provide input to staff on the environmental review process (EIS/EIR).</td>
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<td>• Provide input to staff on the updated aviation forecast and other updated reports as they become available.</td>
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Goal #2: Support County’s efforts to improve safety

Please enter Goal #2 here.

<table>
<thead>
<tr>
<th>FY 2015-16 Key Initiatives for Goal #2</th>
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<tr>
<td>• Support County’s effort to complete a Wildlife Hazard Assessment.</td>
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<td>• Support the County’s efforts to implement the Grand Jury Gnoss Field recommendations.</td>
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</table>

Goal #3: Continue to increase community awareness of importance of the Gnoss Field Airport

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<td>• Review web site information.</td>
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<tr>
<td>• Support community groups and youth groups regarding aviation awareness events, such as young Eagles and Static aircraft displays.</td>
</tr>
<tr>
<td>• Hold Aviation Commission meetings that encourage public participation.</td>
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</table>
Goal #4: Support and create additional aviation related business at Gnoss Field

Please enter Goal #4 here.

**FY 2015-16 Key Initiatives for Goal #4**

- Provide input to potential businesses on airport issues and the airport environment.
- Review and recommend ideas on business proposals.

Goal #5:

Please enter Goal #5 here.

**FY 2015-16 Key Initiatives for Goal #5**

- 

VI. **Key Challenges and Issues**

Please list any challenges or obstacles to achieving your FY 2015-16 goals.

- Obtain funding for the EIS and runway extension
- Obtain funding for the Runway, taxiway and ramp improvements

VII. **Additional Board/Commission Comments**

Please provide any additional comments:

VIII. **Department Comments**

If applicable, please provide any comments from the County department that this board/commission works with:
IV. Accomplishments for GFY 2014-2015

In actuality:

- Moving the meetings AWAY from the airport in an attempt to bring more community members was/is a failure (3 or 4 attendees, max at any single meeting)
- no physical improvement in the sub-standard condition of the airport
- the Commission is currently viewed as ineffective

V. Goals and Key Initiatives FY 2015-16

Goal 1-Support the County’s efforts for the proposed Gnoss Field runway and taxiway extension

- Monitor and Direct the efforts of contractor (Landrum & Brown) to mediate critical input to aviation forecast (i.e. settle the neighbors’ concerns. NOT done at any point in EIR process)

Goal 2-Support County’s efforts to improve safety

- Get the AWOS replaced, using airport reserve funds if need be
- Work with the Sheriff’s department to include the airport in the County’s emergency plans

Goal 3-Continue to Increase Community Awareness of Importance of the Gnoss Field Airport

- communicate more often and more effectively with public and airport users, specifically with regards to minutes and agendas
- encourage and accept input from public and users
- work collaboratively with outside groups to make the airport more attractive to the public (eg. develop a system of wildlife trails through the wetlands surrounding the airport)

Goal 4-Support and create additional aviation related business at Gnoss Field

- Complete an airport market survey to determine what repairs and improvements are needed to make Gnoss Field attractive to new businesses
- Improve the Commission’s process for addressing new business applicants
- Commission an independent economic study to accurately define the true economic value of the airport to Marin County. Work with users, airport management and City of Novato. Use this to sell the importance of continued upkeep and improvement to the long-term continued importance of the airport.
Goal 5: Work toward an effective short- and long-term coordinated plan for completing needed projects at the airport

- Obtain from Dept. of Finance the property tax contributions from airport properties to both the general fund and Novato schools for the past 10 years.
- Use the above figures to lobby the Board of Supervisors relative to the use of County general funds to match Federal grant funds for long-term projects like the runway extension.

Note: Airport contributes over $300,000 each year to General Fund (who knows how long it's been doing this?) PLUS over $200,000/year coverage of non-airport County expenses (A-87 line item, mandated by Feds negotiated by Dept. of Finance). It's only proper that a portion of these funds be available for airport capital projects. This is entirely a Board decision; there is nothing in the definition of the enterprise fund that prevents the use of general funds for airport projects. This would free up almost $900,000 currently held in reserves for a runway extension that is getting pushed further and further into the future (including cash reserves currently on hand, deferred Federal entitlement grants of $600,000 and unknown deferred State funds), to be used as matching funds (where grants are available) or for outright payment for current and necessary maintenance projects.

From the Governmental Accounting Standards Board (NCGAS1):

"...to account for operations (a) that are financed and operated in a manner similar to private business enterprises — where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through users charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes."

- Prepare a report for the Board matching all current reserves and future-eligible reserves (not just cash), available grants and a timeline to complete the 5-yr list of Gnoss Field projects, then identify what general fund monies would be needed for runway extension.
- Push for and facilitate progress on urgent airport maintenance issues such as AWOS, Runway condition, taxi lane condition
- Work with DPW to identify contractor to work on five year list of projects via RFQ in accordance with FAA guidance, FAA Advisory Circular 150/5100-14E
• Release the chokehold on “control” of the airport. Begin working collaboratively with outside groups and other County Departments to complete several of the initiatives noted above, rather than denying input and claim there are no resources.

• Work with DPW to overcome their inclination toward inaction
  - GFCA has offered to help with several upgrades/changes: noise procedure updates, website updates, signage updates, lounge upgrades, supplemental weather information via HD streaming webcam. There seems to be a tendency to say “no” to these offers and stick with the status quo because there’s no risk. Then, for whatever reason, the followup process gets put on the back burner by the County and the improvement is stalled.
I. Guidelines

II. Commission Name/Title
   - Aviation Commission

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- Successfully sponsored the airport Vision and Stakeholder Workshop in relation the Runway extension
- Updating of aircraft and insurance requirements for airport tenants
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Comments from Commissioner Beach on Accomplishments

As a new member of the Aviation Commission, my reflection on accomplishments in FY 2014-15 can only be based on attending meetings as an airport user during the year. The accomplishments listed above seem minimal outcomes compared to the goals published for FY 2014-15: 1) secure a new AWOS, 2) assist airport businesses, 3) support the environmental process.

My first question seeks to understand how does the County use these annual reports to make changes to improve outcomes?

Accomplishments for Goal I: Assist Marin County Airports staff in securing a new Automated Weather Observation System (AWOS)

What can be learned from the denial by the FAA to grant a replacement weather system and how can the Commission set an effective goal to ensure a critical safety feature of the airport?

Accomplishments for Goal II: Assist businesses that want to locate at Gnoss Field

Was the Commission aware that our largest aviation business in terms of employment and concession income received an eviction notice for failure to pay rent, resulting in a settlement and renegotiation of their lease? (See BOS meeting July 22, 2014) Does the Commission seek information from current and prospective aviation businesses to ensure their continued and...
successful operation at Gnoss Field? Also, how does the Commission report on the year-long delay in assisting the proponent of parachute operations that resulted in a Part 13 informal complaint?

**Accomplishments for Goal III: Support the EIR/EIS process for a runway extension**

How does the work of the Commission relate to the request for an updated vision from Supervisor Arnold at the Feb 11, 2014 certification hearing on the EIR? While the Vision workshop produced several lists of topics, what process will update the vision? And what is appropriate to note under Accomplishments when the FAA estimates that the Supplemental EIS will take an additional 18 months?

V. **Goals and Key Initiatives for FY 2015-16**

List the Board/Commission’s most important goals (up to 5) for the next Fiscal Year (July 1, 2015 through June 30, 2016). These goals should be statements that reflect your highest priorities, which may or may not change from year-to-year.

Below each goal, list 1-5 key initiatives (activities) that the Board/Commission will be working on in FY 2015-16 that will help it make progress toward that particular goal. Typically, initiatives are discrete activities that can be achieved over the course of one or two years.

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**Suggested initiatives from Commissioner Beach for Goal #1**

1. Review scope of work and participate in the selection process for Supplemental EIS consultant contract.
2. Participate in the selection process for an aviation consultant RFQ and subsequent contract for the Airport Layout Plan update.
3. Prioritize GIS aeronautical survey to enable the FAA to design a new instrument approach with lower ceiling minimums (the FAA thinks an LP approach could go to 600' MSL from 1000' MSL based on a survey of current obstructions and terrain).
4. Establish an ad hoc committee to work with County staff and consultants and provide timely advice and recommendations for the environmental review process, with participation of airport users and neighbors close to the airport.
Goal #2: Support County’s efforts to improve safety

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**FY 2015-16 Key Initiatives for Goal #2**

- Support County’s effort to obtain grant funds to replace the automated Weather Observation System.
- Support County’s effort to complete a Wildlife Hazard Assessment.
- Support the County’s efforts to implement the Grand Jury Gnoss Field recommendations.

**Suggested initiatives from Commissioner Beach for Goal #2**

1. Prioritize the reliable operation of weather reporting at the airport, ultimately seeking grant funds to replace the current AWOS-3P system with equivalent functionality.
2. Participate in the selection process for a consultant to conduct the FAA Wildlife Hazard Assessment project.
3. Review the County implementation plans for the 2014 Grand Jury recommendations and provide advice to the Board of Supervisors.
4. Review and advise on a compilation of deferred maintenance projects required to bring the airport up to modern levels of safety, especially runway and taxiway condition, taxilane and ramp condition, lighting, and signage.

Goal #3: Continue to increase community awareness of importance of the Gnoss Field Airport

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**FY 2015-16 Key Initiatives for Goal #3**

- Review web site information.
- Support community groups and youth groups regarding aviation awareness events, such as young Eagles and Static aircraft displays.
- Hold Aviation Commission meetings that encourage public participation.

**Suggested initiatives from Commissioner Beach for Goal #3**

1. Review and recommend revisions of the airport and commission web content.
2. Modify the Commission meeting format to encourage greater participation by airport users and the general public.
3. Sponsor a marketing plan that encourages greater community appreciation of the airport, especially youth activities like EAA Young Eagles, and an airport open house like GFCA Wings over Marin.
Goal #4: Support and create additional aviation related business at Gnoss Field

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Suggested initiatives from Commissioner Beach for Goal #4

1. Sponsor a marketing plan for the airport that attracts aviation businesses, based aircraft, transient aircraft and related community services
2. Review and update minimum standards for commercial operations at the airport
3. Provide reviews and recommendations to proponents of new aviation business operations at the airport
4. Determine the needs of existing aviation businesses at the airport to sustain their operations and planned growth

Goal #5:

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VI. Key Challenges and Issues

Please list any challenges or obstacles to achieving your FY 2015-16 goals.

• Obtain funding for the EIS and runway extension
• Obtain funding for the Runway, taxiway and ramp improvements

Suggestions from Commissioner Beach for Key Challenges and Issues

1. Lack of awareness and support within the community for the benefits of air transportation assets at the Marin County Airport
2. Lack of essential amenities common to popular destination airports for general aviation users
3. Limited experience with the FAA and Caltrans grant funding processes to secure development grants
VII. Additional Board/Commission Comments

Please provide any additional comments:

VIII. Department Comments

If applicable, please provide any comments from the County department that this board/commission works with:
Request for Statement of Interest and Qualifications

Airport Planning, Architecture/Engineering, Environmental, and Consulting Services

Gnoss Field Airport
Marin County, California

Proposals are Due on: April 15th, 2015

Mr. Dan Jensen
Airport Manager
Marin County Airport
451-A Airport Road
Novato, CA  94945
Gnoss Field Airport
Marin County, California

Request for Statement of Interest and Qualifications
Airport Planning, Architectural/Engineering,
Environmental and Consulting Services

The County of Marin is evaluating the best and most effective method to provide for the services needed to accomplish their complex, five-year Federal Aviation Administration - Airport Improvement Plan for Gnoss Field.

RFQ Submission Requirements
The County of Marin (County) wishes to retain the professional services of a highly qualified airport consulting firm(s) over a five-year period to assist the County in the performance of the following projects in support of the County’s public-use general aviation airport, Marin County Airport / Gnoss Field.

Scope of Services
Tasks involved will include but not be limited to: planning, architecture, airfield civil and electrical engineering, program management, Airport Capital Improvement Plan (ACIP) submittals to the Federal Aviation Administration, environmental evaluation and monitoring, preparation of environmental documents (both NEPA and CEQA) grant applications, grant project management, surveying and on call services including, but is not limited to:

- Prepare necessary applications and documentation for Federal Aviation Administration (FAA) Airport Improvement Plan program and grant funding, including assistance in project coordination with the FAA and the California Division of Aeronautics.
- Airport Layout Plan update with narrative
- Wildlife Hazard Assessments and Wildlife Hazard Management Plans
- Airports Geographic Information System (AGIS)
- Automated Weather Observation System Replacement
- Design runway extension 13/31 and any associated taxiway, navigational aid, or other airport changes
- Design existing runway surface reconstruction of 13/31
- Pavement Condition Assessment
- Runway pavement reconstruction Phase 1
- Fuel tank upgrade and conversion to self service
• Stormwater pumping station planning and design
• Provide miscellaneous / ancillary airport planning, design / engineering, surveying, construction administration management, and environmental and consulting support services as may be required to support the above projects. These consultant services may include assisting the County airport staff in discussions with the FAA regarding the work program, grant requirements, and project documentation that will lead to a successful project implementation.

Initiation of work may be conditioned upon receipt of federal funds. All parties are advised that some of the services may not be required and that the sponsor reserves the right to initiate additional procurement action for any of the services included in the initial procurement. Attached is the airport’s current AWP ACIP Data Sheet.

Qualifications
A statement of your firm’s interest and qualifications regarding these projects is herein solicited. The Statement of Interest and Qualifications should include detailed information regarding the consultant's interest; qualifications; current relevant experience with the planning, design, and engineering of airports and airfield facilities and airfield improvement projects funded by FAA Airport Improvement Program (AIP) grants; and resumes of key personnel. Subconsultants (if known at this time) shall be identified and their qualifications information generally presented in a manner appropriate to their project role. Selection criteria are as follows:

1. Education of project manager, key team members, and known sub-consultants to successfully complete projects such as those identified in this RFQ. (35%)

2. Demonstrated experience within the past five years with projects similar to those identified in this RFQ. Additional credit will be given for work on similar projects that was completed under standards applicable to California and Marin County. (35%)

3. Demonstrated ability to meet project schedules and stay within project budgets. (20%)

4. References. (10%)
Please note that this request is for a Statement of Interest and Qualifications; a detailed cost proposal is not being requested at this time. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the County reserves the right to enter into negotiations with other firm(s) in order of ranking in the evaluation process.

**Pre-Proposal Conference and Site Visit**

An optional attendance pre-proposal conference will be held on April 1, 2015, at 1:00 p.m. at the airport. As it is the County's intent to provide the same information to all Proposers, questions will not be answered individually by telephone or by other means, but will be received and answered at the Pre-Proposal Conference. The County encourages Proposers to submit questions in writing prior to the Pre-Proposal Conference so that the County may be prepared to provide answers at the conference. Minutes of the Pre-Proposal Conference, as well the County’s written response(s) to all questions received from Proposers will be posted on the County’s website as an addendum to the RFP. Any written addenda to the RFP issued by the County during the proposal period will be posted at the aforementioned County website and will be considered a part of this RFP. Following the conference, a site visit will be conducted.

**Proposal Submission**

1. Proposals: Four (4) copies must be received before 4:00 p.m., April 15th, 2015 and should be marked in the left upper hand corner Request for Statement of Interest and Qualifications: Airport Planning, Architecture/Engineering, Environmental and Consulting Services. Statements should be submitted to:

   Mr. Dan Jensen
   Airport Manager
   Marin County Department of Public Works
   3501 Civic Center Drive, Room 404
   San Rafael, CA  94903

   Statements received after that time will be returned un-opened. Proposals must be received by, not postmarked by, the final filing date and time. Telephone, email, facsimile submittals will not be accepted.

2. Statements shall include the following:
a. Cover Letter: One page cover letter which includes the mailing and email addresses and telephone and fax number of the person(s) to be used for contact and who is authorized to represent the firm or group;

b. Table of Contents: An index of the material included in the proposal;
c. Statement of Qualifications: A statement of the firm’s or group’s qualifications covering the items listed in the qualifications subsection above;
d. Management and Staff: Describe the organizational structure that is proposed to implement the project, including support staff, and any subcontractors. Include resumes of key project personnel; include staff availability and location of office where majority of work will be completed; and

e. Workload Management: Outlined workload management techniques that will allow ongoing assessments of current workloads.

Consultant submittals shall be brief and concise, containing no more than 35 pages total of pertinent material. Front and back covers and divider sheets are not included in this page count. Submittals in excess of 35 pages shall be considered to be nonresponsive.

The County assumes no obligation in the solicitation of this general statement of interest and qualifications and all costs of responding to this solicitation shall be borne by the interested consultants.

The County will evaluate all pertinent information. The County will evaluate the Statements and may determine the most qualified consultant firm based on the selection criteria described above. The County may also determine that interviews are necessary to establish which consultant is the most qualified relative to the selection criteria. The County may interview all consultant firms or only those rated as highly qualified based on the evaluation of their Statements.

**Agreement Format and Insurance Requirements**
The selected firm or group must be prepared to comply with the County of Marin standard form professional services agreement and insurance requirements (see attachment). Disadvantaged Business Enterprise firms are encouraged to submit.

This contract is subject but not limited to the following federal provisions:
- Title VI of the Civil Rights Act of 1964
• Section 520 of the Airport and Airway Improvement Act of 1982
• DOT Regulation 49 CFR Part 18.36(i) - Access to Records
• DOT Regulation 49 CFR Part 20 - Lobbying and Influencing Federal Employees
• DOT Regulation 49 CFR Part 26 - Disadvantage Business Enterprises Participation
• DOT Regulation 49 CFR Part 29 - Government-wide Debarment and Suspension
• DOT Regulation 49 CFR Part 30 - Federal Trade Restriction Clause
• Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity

Questions regarding this request and the proposed projects should be directed to: Mr. Dan Jensen at (415) 897-1754 and/or djensen@marincounty.org.

Selection Process
Statements received prior to the deadline will be screened and evaluated through the following process:

A selection committee consisting of key airport and County officials will screen the proposals to determine whether they are responsive to the RFQ. The selection criteria are:

Education of project manager, key team members, and known sub-consultants to successfully complete projects such as those identified in the RFQ. (35%)

Demonstrated experience within the past 5 years with projects similar to those identified in this RFQ. Additional credit will be given for work on similar projects that were completed under standards applicable to California and Marin County. (35%)

Demonstrated ability to meet project schedules and stay within project budgets. (20%)

References. (10%)

The selection committee will evaluate all pertinent information and will establish a list from those firms submitting statements. Firms may be contacted for additional information. The selection committee may request to conduct final interviews.

Selected firms may be asked to submit a copy of their most recent master agreement.
The County reserves the right to reject any and/or all proposals, and to waive or decline to waive irregularities in any submittal.

Thank you for your interest in Gnoss Field.

Attachments:
  Professional Services Agreement
  Current AWP ACIP Data Sheet
### AWP ACIP DATA SHEET

#### Airport Name
GNROSS FIELD AIRPORT

<table>
<thead>
<tr>
<th>Shown On ALP</th>
<th>Projec t Type</th>
<th>Project Description</th>
<th>Fiscal Year</th>
<th>Federal Share</th>
<th>Local Share</th>
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<tr>
<td>Yes</td>
<td>P</td>
<td>25% RW Design and mitigation</td>
<td>2016 - 2016</td>
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<td>Design Existing Runway Resurfacing</td>
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<td>$936,000.00</td>
<td>$104,000.00</td>
<td>$1,040,000.00</td>
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</table>

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

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

**Detail Project Description** (Include information on Square/Lineal Footage or Length/Width)

- 25% RW Design and mitigation - AGIS, ALP Narrative
- AWOS Replacement - AWOS replacement
- Cost reimbursement for CEQA - The ALP update with narrative will show existing conditions with near-term and long-term airport development projects.
- Design Existing Runway Resurfacing - To comply with Advisory Circular specs for runway threshold changes
- Fuel tank upgrade - Fuel tank upgrade - Replace existing 100LL and Jet A fuel tanks with new tanks that contain a self service kiosk and card reader.

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

- 25% RW Design and mitigation -
  - AWOS Replacement -
  - Cost reimbursement for CEQA - It is prudent to wait until the planned runway extension is complete to update Master Plan and we have data on current airport usage.
  - Design Existing Runway Resurfacing -

**NEPA Environmental Status** (With grant application include copy of ROD, FONSI or CATEX letter of approval)

- 25% RW Design and mitigation -
  - AWOS Replacement -
  - Cost reimbursement for CEQA -
  - Design Existing Runway Resurfacing -
  - Fuel tank upgrade -

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

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<thead>
<tr>
<th>Land Title Status</th>
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<tr>
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<td>AWOS Replacement</td>
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<td>Design Existing Runway Resurfacing</td>
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<td>Fuel tank upgrade</td>
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</tr>
</tbody>
</table>

**Open AIP Funded Projects** (Include grant number and grant description) | Expected Close-out Date

- Replacement of AWOS sensors and processor components | 06/30/2016
- Construction of Runway Extension (1100') | 08/31/2017
- Existing Runway Surface Reconstruction | 08/31/2017
- Pavement reconstruction/seal coat. | 12/29/2017
- Evaluate existing fuel farm. Add self service fuel | 06/30/2018
- Design Only- Pumping Station | 07/29/2019
- Construction of Pumping Station | 08/30/2019
- Final Design of Runway Extension 13/31 | 12/31/2019
- Land Acquisition - RPZ/RSA for Runway 31 | 12/31/2019

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

**Signature**

**Date**

**Contact Phone** (Print or Type)
### AWP ACIP DATA SHEET

<table>
<thead>
<tr>
<th>Airport Name</th>
<th>Project Description</th>
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<th>Local Share</th>
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<td>GNOSS FIELD AIRPORT</td>
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<td>Existing Runway Surface Reconstruction of 13/31</td>
<td>$1,665,000.00</td>
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Total: $2,115,000.00; $235,000.00; $2,350,000.00

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

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

**Detail Project Description** (include information on Square/Lineal Footage or Length/Width)

- Design R/W Extension Mitigation Planning - Existing Runway Surface Reconstruction of 13/31 - Reconstruction of the existing pavement surface of runway 13/31 by grinding, leveling, repaving the surface and repainting the runway markings.

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

- Design R/W Extension Mitigation Planning - Existing Runway Surface Reconstruction of 13/31 - This project is proposed to coincide with the final phase of construction for the runway/taxiway extension of runway 13/31 to prevent duplicate effort & expense.

**NEPA Environmental Status** (With grant application include copy of ROD, FONSI or CATEX letter of approval)

- Design R/W Extension Mitigation Planning - Existing Runway Surface Reconstruction of 13/31 - CATEX status anticipated

**Land Title Status & Date of Exhibit “A” Status**

- Date

**Open AIP Funded Projects (Include grant number and grant description)**

- Replacement of AWOS sensors and processor components
- Construction of Runway Extension (1100')
- Existing Runway Surface Reconstruction
- Pavement reconstruction/seal coat.
- Evaluate existing fuel farm. Add self service fuel
- Design Only - Pumping Station
- Construction of Pumping Station
- Final Design of Runway Extension 13/31
- Land Acquisition - RPZ/RSA for Runway 31

**Expected Close-out Date**

- 06/30/2016
- 08/31/2017
- 08/31/2017
- 12/29/2017
- 06/30/2018
- 07/29/2019
- 08/30/2019
- 12/31/2019
- 12/31/2019

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

**Signature**

[Signature]

**Date**

[Date]

**Contact Phone** (Print or Type)

**Name and Title of Authorized Representative (Print or Type)**

[Name and Title]

**Contact Name and Title** (Print or Type)

[Contact Name and Title]

[Phone Number]
# AWP ACIP DATA SHEET

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<td>Yes</td>
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<td>Mitigation Engineer ing &amp; Permitting</td>
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<tr>
<td>Pavement Reconstruction</td>
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<td>$8,730,000.00</td>
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* D - Development; P - Planning; E - Environmental

---

**Providence the Following Detailed Information for Projects Anticipated within 1-2 years**

**Detail Project Description (Include information on Square/Lineal Footage or Length/Width)**
- Design-Runway Extension 13/31 to 4400'
- Mitigation Engineering & Permitting
- Pavement Reconstruction

**Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)**
- Design-Runway Extension 13/31 to 4400'
  - The final design project is anticipated to be an 1 to 1.5 year task.
  - Mitigation Engineering & Permitting
  - Pavement Reconstruction

**NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEX letter of approval)**
- Design-Runway Extension 13/31 to 4400'
- Mitigation Engineering & Permitting
- Pavement Reconstruction

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

**Open AIP Funded Projects (Include grant number and grant description)**

<table>
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<tr>
<th>Project Description</th>
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<tbody>
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<td>06/30/2016</td>
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<td>08/31/2017</td>
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<tr>
<td>Pavement reconstruction/seal coat.</td>
<td>12/29/2017</td>
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<tr>
<td>Evaluate existing fuel farm. Add self service fuel</td>
<td>06/30/2018</td>
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<td>Design Only- Pumping Station</td>
<td>07/29/2019</td>
</tr>
<tr>
<td>Construction of Pumping Station</td>
<td>08/30/2019</td>
</tr>
<tr>
<td>Final Design of Runway Extension 13/31</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>Land Acquisition - RPZ/RSA for Runway 31</td>
<td>12/31/2019</td>
</tr>
</tbody>
</table>

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

_Dan Jensen_  
_Airport Manager_

**Name and Title of Authorized Representative (Print or Type):**

**Contact Name and Title (Print or Type):**

**Signature**

**Date**

**Contact Phone (Print or Type):**

**415-597-1754**
## AWP ACIP DATA SHEET

<table>
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<tr>
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<td>$9,648,000.00</td>
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* D - Development; P - Planning; E - Environmental

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

**Detail Project Description (Include information on Square/Linear Footage or Length/Width)**

Construction of Runway Extension - Construct an 1100' extension and perform RSA upgrades (over-runs) to runway & taxiway 13/31. The project will require levee relocation, levee construction, relocation of affected airport ditches and fill of runway/taxiway extension footprint.

Design only- Pumping Station - Pylon mounted pump structure anticipated, less than 200sq'.

Pavement ramp reconstruction/seal coat - Reconstruction of approximately 60k square feet of pavement, crack seal and seal coat and striping of approximately 180k square feet of pavement on west ramp. Seal coat and striping of approximately 70k square feet of pavement on east ramp.

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

- Construction of Runway Extension - Bid to completion of construction is anticipated to require 3 years. Preliminary discussions suggest that phased construction to allow settlement and maximize mitigation effectiveness.
- Design only- Pumping Station - Design contract 12 months in duration in 2015

**NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEX letter of approval)**

Construction of Runway Extension - EIS/EIR anticipated to be concluded in early 2013.

Design only- Pumping Station - The EIS/EIR project in progress is anticipated to provide information on possible environmental issues that may be encountered by this project. No disturbances of existing conditions anticipated by this pump installation.

Pavement ramp reconstruction/seal coat - Maintenance Project - CATEX

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<thead>
<tr>
<th>Land Title Status &amp; Date of Exhibit &quot;A&quot; Status</th>
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<tr>
<td>Construction of Runway Extension</td>
<td>12/01/2005</td>
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<tr>
<td>Design only- Pumping Station - The land needed to make this installation is not presently owned by the County of Marin.</td>
<td>04/15/2015</td>
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<tr>
<td>Pavement ramp reconstruction/seal coat - Land is within the existing developed airport.</td>
<td>12/13/2012</td>
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**Open AIP Funded Projects (Include grant number and grant description)**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Expected Close-out Date</th>
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<tbody>
<tr>
<td>Replacement of AWOS sensors and processor components</td>
<td>06/30/2016</td>
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<tr>
<td>Construction of Runway Extension (1100')</td>
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**Certification:** To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and has been duly authorized by the Sponsor.

---

**Airport Manager:**

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)

Signature Date Contact Phone (Print or Type)
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* D - Development; P - Planning; E - Environmental

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

**Detail Project Description (include information on Square/Linear Footage or Length/Width)**

Construct Pumping Station -

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


**NEPA Environmental Status (With grant application include copy of ROD, FONS or CATEX letter of approval)**

Construct Pumping Station -

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

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Open AIP Funded Projects (include grant number and grant description)

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---

*Dan Jensen, Airport Manager*

Name and Title of Authorized Representative (Print or Type) | Contact Name and Title (Print or Type) | Contact Phone (Print or Type)
<table>
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<tr>
<th></th>
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<tr>
<td>2/26/2015</td>
<td>415-897-1754</td>
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</table>

Signature | Date | Contact Phone (Print or Type)
THIS CONTRACT is made and entered into this ________ day of___________________ 20___, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and , hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

   Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

   The County agrees to:
   A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
   B. Make available all pertinent data and records for review.
   C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

   The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

   In no event will the cost to County for the services to be provided herein exceed the maximum sum of $ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

   This Contract shall commence on the date this agreement is made and entered into, and shall terminate on . Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

   **Commercial General Liability:**
   The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

   **Commercial Automobile Liability:**
   Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.
Workers' Compensation:
The Contractor acknowledges the State of California requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, Exhibit C, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:
Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:
The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:
The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:
The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:
Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or
all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:
The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney’s fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor’s negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.

- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
• Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: ________________________________
Dept./Location: P. O. Box 4186
San Rafael, CA  94913-4186

Telephone No.: ________________________________

Notices shall be given to Contractor at the following address:

Contractor: ________________________________
Address: ________________________________
Telephone No.: ________________________________

22. ACKNOWLEDGEMENT OF EXHIBITS

☐ Check applicable Exhibits

<table>
<thead>
<tr>
<th>EXHIBIT A.</th>
<th>Scope of Services</th>
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<td>EXHIBIT B.</td>
<td>Fees and Payment</td>
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<tr>
<td>EXHIBIT C.</td>
<td>Insurance Reduction/Waiver</td>
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<tr>
<td>EXHIBIT D.</td>
<td>Contractor’s Debarment Certification</td>
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<tr>
<td>EXHIBIT E.</td>
<td>Subcontractor’s Debarment Certification</td>
</tr>
</tbody>
</table>

CONTRACTOR’S
INITIALS

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR: ________________________________
By: ________________________________
Name: ________________________________
Title: ________________________________

COUNTY OF MARIN:

APPROVED BY

By: ________________________________

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: ________________________________
Date: ________________________________
CONTRACTOR:

CONTRACT TITLE:

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

<table>
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<tr>
<th>Check Where Applicable</th>
<th>Requested Limit Amount</th>
<th>CAO Use Only</th>
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<tbody>
<tr>
<td>General Liability Insurance</td>
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<tr>
<td>Automobile Liability Insurance</td>
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<td>Workers' Compensation Insurance</td>
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<tr>
<td>Professional Liability Deductible</td>
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</table>

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: ________________________________
Date: ________________________________
Extension: ________________________________

Approved by Risk Manager: ________________________________
Date: ________________________________
EXHIBIT E

DEBARMENT CERTIFICATION FOR SUBCONTRACTORS
(Attach SAM Printout)
EXHIBIT “F”

FAA SPECIAL PROVISIONS

TRAFFICKING IN PERSONS:

A. Provisions applicable to a recipient that is a private entity.

   1. You as the recipient, your employees, subrecipients under this award, and subrecipients’ may not---

      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

      ii. Procure a commercial sex act during the period of time that the award is in effect; or

      iii. Use forced labor in the performance of the award or subawards under the award.

B. Definitions. For purposes of this award term:

   1. “Employee” means either:

      i. An individual employed by you or a subrecipient who is engaged in the performance of
         the project or program under this award; or

      ii. Another person engaged in the performance of the project or program under this award
         and not compensated by you including, but not limited to, a volunteer or individual whose
         services are contributed by a third party as in-kind contribution toward cost sharing or
         matching requirements.

   2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring,
      transportation, provision, or obtaining of a person for labor or services, through the used of force,
      fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or
      slavery.

   3. “Private entity”:

      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity,
         as those terms are defined in 2 CFR 175.25.

      ii. Includes:

         A. A nonprofit organization, including any nonprofit institution of higher education,
            hospital, or tribal organization other than one included in the definition of Indian tribe
            a 2 CFR 175.25(b).

         B. A for-profit organization.

   4. “Severe forms of trafficking in persons,” “commercial sex act,” and "coercion" have the meanings given
      at section 103 of the TVPA, as amended (22 U.S.C. 7102).
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions or Noncompliance.** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
   
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor.
COUNTY OF MARIN

Request for Proposals

For

Wildlife Biologist Services
Gnoss Field Airport
Marin County, California

Submittals Due

On

April 15, 2015
At

Department of Public Works
3501 Civic Center Drive, Room 404
San Rafael, CA  94903
Introduction / Background

The County of Marin is soliciting Proposals from qualified firms to conduct a Wildlife Hazard Assessment (WHA) for the Gnoss Field Airport. Firm must be qualified to provide Wildlife Hazard Management Plan (WHMP). A WHA is a detailed study and evaluation of factors contributing to potential wildlife hazards at or within five miles of an airport’s approach/departure surfaces. The WHA must be conducted by a qualified airport wildlife biologist per Federal Aviation Administration (FAA) Advisory Circular 150/5200-36A who will be responsible for the collection of collect systematic, quantitative data using on-site observations and wildlife surveys, combined with relevant information such as historical wildlife observations/events and maintenance, patrol and wildlife mitigation measures. Based on the results of the Wildlife Hazard Assessment, FAA will determine whether a Wildlife Hazard Management Plan (WHMP) will be required for the airport. For the purposes of this RFP, proposers should “not” assume that a management plan will be required. A supplemental proposal solicitation and/or added scope of work shall be negotiated to develop a WHMP after assessment is complete, FAA determines it is required, and funding availability has been determined.

The WHA will be funded by an FAA Airport Improvement Program (AIP) grant and local resources. All work is to be completed in accordance with federal, state and local guidelines and regulations.

Project Scope

The County of Marin is requesting proposals from qualified firms to provide professional consulting services for the development of an FAA-approved Wildlife Hazard Assessment (WHA) related work for Gnoss Field Airport. Firms or individuals with experience in the development of FAA-compliant WHAs and WHMPs for both general aviation and commercial air service airports are encouraged to participate. All work is to be completed in accordance with federal, state, and local guidelines and regulations.

Awarded bidder will conduct a comprehensive Wildlife Hazard Assessment to identify factors that contribute to potential wildlife hazards.

The Wildlife Hazard Assessment must be conducted in accordance with the protocols identified for the conduct of a WHA as described in FAR Part 139.337, guidance set forth in *Wildlife Hazard Management at Airports, A Manual for Airport Personnel*, and applicable FAA Advisory Circulars.

**Detailed Scope of Work**

A. The County is requesting proposals from qualified individuals or firms to conduct a WHA. The WHA shall meet all requirements of CFR 139.337 to include:

- Attend project kick off meeting at project site.
- An analysis of events that prompted the assessment.
- Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.
- Identification and location of features on or near the airport that attract wildlife.
- A description of wildlife hazards to aircraft operations.
- Provide quarterly progress reports for submittal to FAA
- Recommended actions for reducing wildlife hazards to airport operations.
- Attend and present results of WHA at an Aviation Commission meeting.

B. The WHA shall be conducted by a qualified wildlife biologist who meets the requirements of Advisory Circular 150/5200-36A. These requirements are:

- Have the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards or be designated as a Certified Wildlife Biologist by the Wildlife Society ([www.wildlife.org](http://www.wildlife.org)); and
- Have taken and passed an airport wildlife hazard management training course acceptable to the Administrator; and
- While working under the direct supervision of a qualified wildlife biologist, have conducted at least one WHA acceptable to the FAA Administrator (as described in CFR 139.337(c)); and
- Have successfully completed at least one of the following within the past 3 years:
  a. An airport wildlife hazard management training course that is acceptable to the FAA Administrator; or
  b. Attendance, as a registered participant, at a joint Bird Strike Committee-USA/Bird Strike Committee-Canada annual meeting; or
  c. Other training acceptable to the FAA Administrator.

Based on the results of the WHA report, the FAA will determine whether a Wildlife Hazard Management Plan will be necessary. If the FAA determines that a WHMP will be required the consultant will prepare a Wildlife Hazard Management Plan.
Schedule

Issue RFP: March 12, 2015
Site Meeting: Wednesday, April 1, 2015 @ 1:00pm
Submittals Due: Wednesday, April 15, 2015 @ or before 4:00pm
Interview (if required): Wednesday, May 6, 2015 (Time TBD)
Selection: Wednesday, May 13, 2015

County Provided Items


Deliverables

• Conduct a comprehensive Wildlife Hazard Assessment

Proposal and Statement of Qualifications

Provide four copies of the proposal and statement of qualifications, which shall include executive summary, information on the project team, and descriptions of past work designing similar projects as described below:

A. Executive Summary
   • Understanding of the project.
   • Management approach.
   • Submit a project schedule to include, at a minimum commencement and completion of the assessment process, key meetings and significant events and/or activities, and submission of preliminary WHA report to the County.
   • Submit the cost to complete each task listed on Attachment A. The cost estimates shall cover the period from contract go-ahead to submission of the final WHA and WHMP reports.

B. Project Team
   • List of the proposed team (prime consultant and sub consultants); include firms’ names, specialty, address, phone number, email, and website addresses. The role(s) and scope of work of each team member shall be clearly described.
   • Resumes for the proposed project manager and additional key staff.
   • Client references for past work of a similar scale.
   • Documentation verifying the wildlife biologist conducting the WHA meets the requirement of AC 150/5200-36A.
   • Include the listing of the qualifications/aviation wildlife hazard management experience of the individual conducting the surveys and level/description of direct supervision given to the surveyor by the qualified airport biologist.

C. Project Experience
   • Descriptions of past projects (no more than 5).
Site Visit

A site meeting is tentatively scheduled for to view the project site on Wednesday, April 1, 2015 at 1:00pm. Attendance is strongly recommended.

Selection Process and Criteria

A committee composed of Marin County Department of Public Works staff will make the selection from among the proposals submitted.

The following criteria will be used to evaluate submittals and to develop a short list to interview:

- Experience and ability of proposed team.
- Project experience – successful experience on similar projects.
- Quality of RFP response.
- Availability and capacity to perform the assessment.

The selection committee will rank each firm and determine if interviews are required. The County will select the highest ranked Consultant firm and negotiate a contract and price. If the County is unable to reach an agreement with the selected Consultant, the County will proceed to negotiate with the next highest-ranked Consultant.

Questions

All questions should be directed in writing to:

Marin County Department of Public Works, Room 404
P.O. Box 4186
San Rafael, CA  94913-4186
E-mail:  Dphill@marincounty.org

Submittal

Please submit four (4) copies of the Proposals and Statement of Qualifications no later than 4:00 p.m. on April 15, 2015. Proposals and Statement of Qualifications can be mailed to the above listed address or brought to:

Marin County Department of Public Works
Attn: Dorren P. Hill
3501 Civic Center Drive, Room 404
San Rafael, CA 94903

In addition to four hard copies, we also request that your proposal be submitted by email in Microsoft Word or Adobe PDF format to Dphill@marincounty.org
General Conditions

The issuance of this RFP constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality. The County may conduct interviews with any respondent it deems necessary.

In order to minimize the potential for a conflict of interest or unfair competitive advantage, respondents must be aware that if they enter into a contract with the County of Marin to provide services sought by this RFP, the County reserves the right, in its sole discretion, to disqualify them from later serving as a consultant, advisor or sub-consultant to others for the project for which the consultant, advisor or sub-consultant provided services to the County of Marin.

The County of Marin reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the County’s sole judgment, best meets the requirements of the project.

The County of Marin Standard Contract is attached to this RFP. By submitting a proposal without exceptions, the Proposer accepts all terms and conditions contained in that agreement. (If the attached contract has been revised by the County, the consultant accepts all terms and conditions of revised contract.)

Attachments

Attached is a copy of the County’s Standard Professional Services Contract. Please indicate acceptance of these terms. Also attached is “Attachment A”, itemized cost.
Attachment A  
Cost Proposal

Wildlife Hazard Assessment

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
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<tbody>
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<td></td>
</tr>
</tbody>
</table>

Total Proposed Cost

Proposer Name

Signature

Company Name
THIS CONTRACT is made and entered into this ________ day of___________________ 20___, by and between the COUNTY OF MARIN, hereinafter referred to as “County” and __________, hereinafter referred to as “Contractor.”

WHEREAS, County desires to retain a person or firm to provide the following service: __________; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:
   A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
   B. Make available all pertinent data and records for review.
   C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of $________ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on the date this agreement is made and entered into, and shall terminate on __________. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:
The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:
Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.
Workers’ Compensation:
The Contractor acknowledges the State of California requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor’s duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, Exhibit C, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor’s responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or
all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

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It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

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This Contract may be amended or modified only by written Contract of all parties.

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This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney’s fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor’s negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.

- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
• Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:  
Department of Public Works  
Dept./Location:  
P. O. Box 4186  
San Rafael, CA  94913-4186

Telephone No.:  

Notices shall be given to Contractor at the following address:

Contractor:  
Address:  I

Telephone No.:  

22. ACKNOWLEDGEMENT OF EXHIBITS

☐  Check applicable Exhibits  

| EXHIBIT A. | Scope of Services |
| EXHIBIT B. | Fees and Payment |
| EXHIBIT C. | Insurance Reduction/Waiver |
| EXHIBIT D. | Contractor’s Debarment Certification |
| EXHIBIT E. | Subcontractor’s Debarment Certification |

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:  
APPROVED BY  
COUNTY OF MARIN:

By:  
Name:  
Title:  

By:  

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel:  
Date:  

Page 5 of 12  
Rev.20110922
EXHIBIT “B”
FEES AND PAYMENT SCHEDULE (required)
EXHIBIT “C”

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

CONTRACT TITLE:

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

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<td>Professional Liability Deductible</td>
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Please set forth the reasons for the requested reductions or waiver.

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

Contract Manager Signature: ____________________________

Date: ____________________________

Extension: ____________________________

Approved by Risk Manager: ____________________________

Date: ____________________________
EXHIBIT D

DEBARMENT CERTIFICATION FOR CONTRACTORS
(Attach SAM Printout)
EXHIBIT E

DEBARMENT CERTIFICATION FOR SUBCONTRACTORS
(Attach SAM Printout)
TRAFFICKING IN PERSONS:

A. Provisions applicable to a recipient that is a private entity.

   1. You as the recipient, your employees, subrecipients under this award, and subrecipients’ may not---
      
      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      
      ii. Procure a commercial sex act during the period of time that the award is in effect; or
      
      iii. Use forced labor in the performance of the award or subawards under the award.

B. Definitions. For purposes of this award term:

   1. “Employee” means either:
      
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      
      ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as in-kind contribution toward cost sharing or matching requirements.

   2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the used of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

   3. “Private entity”:
      
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

      ii. Includes:

         A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe a 2 CFR 175.25(b).

         B. A for-profit organization.

   4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions or Noncompliance.** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor.
Ernie Ganas
998 Bel Marin Keys Ignacio, CA 94949
(415)794-4150, Ernie_Ganas@msn.com

February 11, 2015

Supervisor Katie Rice
3501 Civic Center Drive
Room 329
San Rafael, CA 94903

Dear Supervisor Rice;

I was appointed by Hal Brown to the Marin County Aviation Commission in March 1997 and now almost 18 years later find that my duties as an elected member of the Bel Marin Keys Community Services District and as an appointed member of Flood Control Zone #1 are starting to take more of my time.

As you have been involved with the Ross Valley Watershed project you are aware of the effort required to accomplish project planning. Now the Novato Watershed Program is entering a phase where, as a Flood Control Zone #1 member and its representative to the Policy Advisory Committee, my time to participate in meetings is expected to increase substantially.

Concurrently with the increased time requirements expected with this phase of the Novato Watershed Program we are in the process of transitioning the District Manager position with the Bel Marin Keys Community Services District which will increase the time required that I need to spend with the district.

As I prioritize my time I have regrettably come to the conclusion that I need to leave the Airport Commission since I have already been required to miss Airport Commission meetings to attend to these other important positions.

I resign my appointed position on the Marin County Aviation Commission effective this date.

I would encourage you to appoint a person as my replacement who is aware of the needs of the General Aviation community and Gnoss Field. This person need not be a pilot, just have an interest and awareness of General Aviation and the airport.

I appreciate your predecessor's appointing me to the Aviation Commission and have enjoyed the many fine Marin County employees that I have worked with on Gnoss Field activities over the last 18 years.

Sincerely,

Ernie Ganas
Memorandum for Discussion
Aviation Commission of Marin County

To: Members of Aviation Commission
   Airport Manager, Gnoss Field
   Assistant Director, Public Works

Date: March 24, 2015

From: Rick Beach, Member, Aviation Commission

Re: Request for financial reporting of airport enterprise fund

Issue:
Despite the County response of Wholly Disagree to the Grand Jury finding F3, "The County's accounting for the airport is not easy to access," information about the financial operations of the airport fund remain difficult to obtain, delayed by many months, and incomplete with respect to grant funds available.

This request seeks to explore ways to provide timely and complete financial information about the airport funds.

Proposed Motion:
Motion: Form an ad hoc committee of two Commissioners and one airport user to meet with Marin County staff to explore financial reporting quarterly for the Special Aviation fund 31010 with details for income by category and expenses by purpose.
Suggest Commissioners Rick Beach and Doug Watt
Suggest Ken Mercer representing GFCA

Background:
The County response to the Grand Jury finding F3 refers to the annual reporting of the airport fund, 31010. The response mentions several summarized reports: the Marin County proposed budget, final budget, and Comprehensive Annual Financial Report (CAFR). As noted, these are summarized at the gross income and expense levels with no breakdown to income from rents, fuel flowage fees, fixed base operators, or grants, or expenses as staffing, maintenance, professional services and interdepartmental transfers. The CAFR for FY2013-14 ending in June 30, 2014 was not issued until February 2015.

In contrast, the Housing Authority provides quarterly information presented to the Board of Supervisors about 6 weeks after the quarter.

The County response mentions that "accounting accounting information is provided to the Aviation Commission, and to interested parties and the public,
such as the Gnoss Field Community Association.” The GFCA leadership sought additional detail from the County Finance Department and received two reports from the Finance Director. These reports, identified as ZF02 trial balance reports (attached), were generated on demand. They breakdown assets, liabilities, revenue and expenses at the time of the report generation. Summarizing several detailed account codes and comparing last fiscal year FY2013-14 to current FY2014-15 resulted in the summary spreadsheet attached.

Several useful observations about the current financial situation emerge from this detail. For instance, fuel flowage fees and fixed base operator revenue for the past 7 months appear to equal the total for last year. And the cash fund balance appears to have increased slightly in FY2014-15. Unfortunately, these reports do not clearly indicate the grants available, such as the two FAA grants for $335,000 accepted in Nov 2014.

This request to form an ad hoc committee would seek to explore ways to obtain and summarize accounting information suitable for review by the Aviation Commission, airport users and the public.

References:
- Report ZF02, FY2013-14, 2014 period 16, run 2/18/2015
- Summary spreadsheet comparing FY2013-14 with FY2014-15
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Memorandum for Discussion
Aviation Commission of Marin County

To: Members of Aviation Commission
   Airport Manager, Gnoss Field
   Assistant Director, Public Works

Date: March 24, 2015

From: Rick Beach, Member, Aviation Commission

Re: Request for additional performance measures for DPW Airport

Issue:
As part of the process of updating the Accomplishments and Goals of the Aviation Commission for the FY2015-16 budget, the Supplemental Performance Measures Report for FY2014-16 provides operational measures for DPW and the Gnoss Field Airport program. However, those measures focus entirely on leases, hangars and tie-downs. The measures do not include any indications about airport safety features, condition of the airport facilities, or community engagement.

Proposed Motion:
Moved that DPW include additional performance measures in the FY2015-16 budget that address airport safety features, condition of the airport facilities, and community engagement.

Background:
The Supplemental Performance Measures FY2014-16 for DPW program County Airport (Gnoss Field), page 117-118, measure only activities related to leases, hangars and tie-downs. With goals and initiatives for the Aviation Commission requiring work by DPW staff, the Commission might recommend adding measures of that effort.

Using the structure of the Managing for Results program, let me suggest the following additions. Note we could request the annotation of the effectiveness measure as a key measure.

**Department (DPW) Goal**
Goal III: Provide effective transportation and regulatory services to the public (existing goal)

**Key Initiatives: Airport**
Continue the Runway Extension Project at Gnoss Field by seeking necessary funding to implement priority projects, develop a design and mitigation/monitoring plan, develop a construction plan, and identify and evaluate other long-
term capital improvement projects (existing initiative)

Operate the airport at Gnoss Field to the highest levels of effectiveness and safety. (additional initiative)

Engage the community to increase awareness of and benefits from personal air transportation at Gnoss Field. (additional initiative)

Program: Gnoss Field

Program Objectives
Maximize utilization of aviation facilities (existing)
Maintain an excellent level of quality and safety for airport facilities (additional objective)

Performance Measures

Effectiveness measures

- High levels of excellence for airport annual inspections: FAA, Caltrans, TSA, Stormwater, etc. (additional key measure)
- Reliable operation of airport safety features (days with failures): AWOS, ATIS, PAPI, Runway lighting, etc. (additional measure)
- Pavement condition reports (using FAA AC 150/5320-17) of Excellent, Good, Fair, Poor, Failed: Runway, Taxiway, Ramp, Taxilanes, Roads, Parking lots. (additional measure)
- Responses to concerns of community neighbors about operations at the airport: number of overflight/noise reports received, number of overflight/noise reports substantiated, number of operator notices given verbally or written (additional measure)

Story behind performance
Due to stable growth in the economy, the airport has seen a slight increase in hangar leases and tie down activity. (existing para)

As development projects move forward, maintaining the highest levels of safety and effectiveness will promote greater utilization of the airport and airport businesses, hence income into the airport enterprise fund. (additional para)

References:
- Supplemental Performance Measures for DPW, Gnoss Field Airport, for FY2014-16, pages 117-118, attached
Performance Measures
Community Development and Public Works
Department of Public Works

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<tbody>
<tr>
<td>Average Pavement Condition Index (PCI) of road system after completion of resurfacing projects</td>
<td>51</td>
<td>54</td>
<td>57</td>
<td>60</td>
<td>60</td>
<td>60</td>
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**Story Behind Performance:**
The cost of resurfacing per square foot varies depending on amount of asphalt overlay and seal coats done each year. Asphalt overlays typically cost between $4 and $5 per square foot. Seal coats typically cost between $0.30 and $1.00 per square foot. The aggressive road resurfacing and preventive maintenance program continues to reduce the amount of road area requiring resurfacing. However, the increased deterioration of the remaining roads results in a projected flat PCI.

<table>
<thead>
<tr>
<th>Initiative Description</th>
<th>Program(s)</th>
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<tbody>
<tr>
<td>Establish procedures and train staff in changes necessary to implement the state’s Phase II National Pollutant Discharge Elimination System permit conditions, which becomes effective in July 2015</td>
<td>Land Development</td>
</tr>
<tr>
<td>Through participation in the FEMA Community Rating System program, implement flood risk reduction measures to provide homeowners with reduced rates on flood insurance for structures in designated special flood hazard areas in FY 2014-15</td>
<td>Land Development</td>
</tr>
<tr>
<td>As the Marin agency responsible for regulation of underground fuel storage tanks and hazardous materials storage sites, the Waste Management Division will implement a web-based recording and reporting system to make inspection information available to the public, emergency responders, and the California EPA in FY 2014-15</td>
<td>Waste Management</td>
</tr>
<tr>
<td>Continue the Runway Extension Project at Gnoss Field by seeking necessary funding to implement priority projects, develop a design and mitigation/monitoring plan, develop a construction plan, and identify and evaluate other long-term capital improvement projects</td>
<td>Airport</td>
</tr>
<tr>
<td>Conduct a comprehensive study of the Sir Francis Drake Boulevard corridor from Highway 101 to Ross to analyze potential improvements for traffic flow, transit users, pedestrians, and cyclists in preparation for a roadway rehabilitation project</td>
<td>Traffic/Transportation</td>
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**Program:** County Airport (Gnoss Field)
Performance Measures
Community Development and Public Works
Department of Public Works

Objective: Maximize utilization of aviation facilities

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<td></td>
<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td>Target/ Estimate</td>
<td>Target/ Estimate</td>
<td>Target/ Estimate</td>
</tr>
<tr>
<td>Number of leases/sub-leases administered</td>
<td>315</td>
<td>295</td>
<td>282</td>
<td>283</td>
<td>287</td>
<td>291</td>
</tr>
<tr>
<td>Number of County-owned hangars maintained</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
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<td>30</td>
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<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td>Target/ Estimate</td>
<td>Target/ Estimate</td>
<td>Target/ Estimate</td>
</tr>
<tr>
<td>Number of leases administered per FTE</td>
<td>205</td>
<td>193</td>
<td>188</td>
<td>187</td>
<td>191</td>
<td>193</td>
</tr>
<tr>
<td>Number of hangars maintained per FTE</td>
<td>20</td>
<td>20</td>
<td>20</td>
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<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td>Target/ Estimate</td>
<td>Target/ Estimate</td>
<td>Target/ Estimate</td>
</tr>
<tr>
<td>Percentage of available hangar space occupied: County-Owned Hangars</td>
<td>90%</td>
<td>90%</td>
<td>85%</td>
<td>97%</td>
<td>97%</td>
<td>99%</td>
</tr>
<tr>
<td>Percentage of available hangar space occupied: Privately-Owned Hangars</td>
<td>95%</td>
<td>95%</td>
<td>91%</td>
<td>90%</td>
<td>94%</td>
<td>96%</td>
</tr>
<tr>
<td>Percentage of available hangar space occupied: Open Tie-Down Spaces</td>
<td>55%</td>
<td>26%</td>
<td>22%</td>
<td>30%</td>
<td>40%</td>
<td>42%</td>
</tr>
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</table>

Story Behind Performance:
Due to stable growth in the economy, the airport has seen a slight increase in hangar leases and tie down activity.

<table>
<thead>
<tr>
<th>Initiative Description</th>
<th>Program(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explore next generation Marin Emergency Radio Authority system technologies, structure, and funding to replace the existing aging system</td>
<td>Communications</td>
</tr>
<tr>
<td>Review long term plan and priorities in Reprographic Services for equipment needs and replacement, specialized staffing needs, and technological capabilities necessary to remain competitive</td>
<td>Reprographic Services</td>
</tr>
<tr>
<td>Implement an electronic, GIS-based fleet maintenance system to track required service, vehicle locations, and increase program</td>
<td>Garage</td>
</tr>
</tbody>
</table>
Memorandum for Discussion
Aviation Commission of Marin County

To: Members of Aviation Commission
   Airport Manager, Gnoss Field
   Assistant Director, Public Works

Date: March 24, 2015

From: Rick Beach, Member, Aviation Commission

Re: Request for status of Grand Jury responses

Issue:
Work by DPW and airport staff has been underway since the County responded in July 2014 to the civil Grand Jury report. Several of the responses will impact airport operations and users. This request seeks a status report on the work undertaken, the timeline for completion, and the expected action by the Aviation Commission.

Proposed Motion:
None

Background:
The response to the Grand Jury report on the Marin County Airport, “Gnoss Field, Yeah, But It’s Our Airport,” was submitted to the Board of Supervisors on July 22, 2014 (attached). In summary, the response disagreed with some findings, partially agreed with others, declared several recommendations as not implemented, already implemented, will be implemented or requires further analysis. Several responses will impact airport operations, airport users, and/or the community.

An informal summary of these responses to findings and recommendations is given below:

Findings
F3 - accounting for airport not easy to access: DISAGREE
F5 - fencing: PARTIALLY AGREE
F6 - safety practices: PARTIALLY AGREE
F8 - county emergency plan: WHOLLY DISAGREE
F9 - overflight with no remediation: PARTIALLY DISAGREE
F10 - hangars used for non-aviation and property tax: PARTIALLY DISAGREE
Not implemented
R2 - improve accounting of enterprise fund
R4 - increase security patrols
R12 - call box for emergencies
R13 - lessors provide keys

Implemented
R6 - runway inspection
R10 - incorporate airport into disaster planning
R11 - communicate with neighbors

Will be implemented
R8 - emergency manual provided to airport users
R9 - emergency response plan based on DHS
R14 - update master plan

Require analysis
R3 - survey fees at nearby airports to determine hangar rents
R5 - higher fences, gates, signs to discourage entry to taxiways and runway
R7 - update video surveillance system

This request seeks to learn more from DPW as to what work is underway, especially on those items shown in bold face font.

References:
• Response to Grand Jury Report Form, July 22, 2014, adopted by the Board of Supervisors
RESPONSE TO GRAND JURY REPORT FORM

Report Title: GNOSS FIELD: Yeah, But It's Our Airport
Report Date: May 20, 2014
Response by: Marin County Board of Supervisors

FINDINGS

- We agree with the findings numbered: F4, F7, & F11
- We disagree wholly or partially with the findings numbered: F3, F5, F6, F8, F9 & F10.

RECOMMENDATIONS

- Recommendations R6, R10 & R11 have been implemented.
- Recommendations R8, R9, & R14 have not been implemented, but will be implemented.
- Recommendations R3, R5, & R7 require further analysis.
- Recommendations R2, R4, R12 & R13 will not be implemented.
Marin County Board of Supervisors

Response to Findings and Recommendations from Grand Jury Report
GNOSS FIELD: Yeah, But It’s Our Airport

FINDINGS:
Statement regarding findings, the County Board of Supervisors, through the Department of Public Works, Department of Finance, and the Sheriff’s Office of Emergency Services provides the following information:

F3. The County’s accounting for the airport is not easy to access.

Response: Wholly disagree. Although summarized to the expenditure and revenue levels, the County Administrator’s annual proposed budget identifies the Gnoss Airport Fund budget independently from the other fund and program budgets in the Public Works departmental budget section. In addition, the Department of Finance’s annual Final Budget provides revenue and expenditure details and totals within the Enterprise Fund budget section. The annual Comprehensive Annual Financial Report (CAFR) includes Gnoss Airport detailed financial information and the Gnoss Airport Fund details can be found in several sections including the fiscal year ended 6/30/2013 report. Beyond the County budget process, accounting information is provided to the Aviation Commission, and to interested parties and the public, such as the Gnoss Field Community Association.

F4. The upcoming expiration of the long-term leases will provide an opportunity to renegotiate terms and rates at a more favorable level and to shorten the lease periods.

Response: Agree.

F5. Gnoss Field does not have adequate fencing and signage to discourage incursions onto the hanger area or runway/taxiways.

Response: Partially disagree. The airport is inspected annually by the Transportation Security Administration (TSA) and has been found by the TSA to meet their standards for the size of this general aviation airport. Fencing is provided where there is potential for public access. There is opportunity though to generally improve security, particularly signage.
F6. **Gnoss Field safety is not up to best practices.** There are inadequate written procedures, lack of safety equipment throughout the facility, and lack of appropriate signage.

**Response:** Partially disagree. Safety systems and procedures are in place and function well. During the week of May 25 there were in fact two non-injury aircraft incidents at the airport and there were appropriate and timely responses, including from Novato Fire Protection District. Fire extinguishers, pull stations in the public pilots lounge, and Automatic Electric Defibrillators (AEDs) are available at the airport. Emergency phone numbers are posted, and fueling safety procedures are established. As in many airport facilities and operations of this nature, there is room for improvement.

F7. **Planning documents indicate that the runway is not to be resurfaced until construction of the proposed extension in 2018, potentially allowing current conditions to deteriorate further.**

**Response:** Agree. However, the County will take needed maintenance action to maintain the runway in a safe condition until a full runway paving project can be completed.

F8. **Gnoss Field is not integrated into the Marin County Emergency Plan.**

**Response:** Wholly Disagree. The Marin County Operational Area Emergency Operations Plan (EOP) is intentionally designed as a broad concept of operations plan. The purpose of the plan is to provide a general framework of roles, responsibilities and organizational structures that support disaster preparedness, mitigation, response and recovery. One step in developing this concept of operations plan is the completion of a threat assessment. Assessment 12 of the current Marin EOP is "Transportation Accidents". Aircraft crashes are included in this assessment with a description of Gnoss Field in the "Specific Situation" subsection on page #63.

We note however, that there may be a misunderstanding of the types of emergency plans and level of detail for each. Page 3 of the Marin County Emergency Operations Plan has a figure on the various emergency preparedness, operation and recovery plans.
F9. Pilots landing at Gnoss Field occasionally fly over homes and cause noise disturbances. There is no clear remediation available.

Response: Partially disagree. Although aircraft noise disturbances occasionally occur, the County will continue to look for measures to minimize and reduce airport operation related noise. The Airport Manger has been successful in correlating some of the reported overflights to airport operations and has reminded pilots to follow the airport’s noise abatement procedures. Some undetermined number of reported overflights and noise disturbances are unrelated to Gnoss Field operations.

F10. Staff of DPW or the Assessor’s office has been unable to determine whether lessees are using the hangers for non-aviation related uses or whether all aircraft are being properly assessed for property tax purposes.

Response: Partially disagree. The tenant Aircraft Storage Permit requires that the principal use of the hanger be for aircraft storage. The Airport staff maintains a database of all hangars and reported aircraft in the hangars. Tenants are required to provide this information as part of their aircraft storage permit. We rely on the hangar owners to notify us of changes. Although there have been occurrences of a hanger not being used to store aircraft, these situations are rare and easily discoverable by airport staff. Airport staff annually, in January, provides the assessor information on the tenants, hangars and type of aircraft stored in those hangars (e.g. model and type). Airport staff believes that all hangers currently are used to store aircraft.

F11. The Gnoss Field Master Plan is out of date and incorporates faulty growth projections for general aviation in Marin.

Response: Agree. The Master Plan is out of date. At the time the Master Plan was prepared the projected growth was an estimate which has not occurred.
RECOMMENDATIONS

The 2013-2014 Marin County Civil Grand Jury recommends that:

R2. Marin County improve its accounting of its enterprise fund, in order to clearly delineate that Gnoss Field revenues and expenses are reported within the enterprise fund and not the General Fund. The enterprise fund report be available to the public.

Response: The recommendation will not be implemented because it is not warranted. As discussed in the response to Grand Jury finding F3, there are several annual publications that clearly delineate the Gnoss Airport Fund revenues and expenditures as separate and apart from the County’s General Fund.

R3. DPW staff survey fees at neighboring airports in order to establish comparable rental rates on the hangars and business sites and implement those rates for new leases at Gnoss Field.

Response: This recommendation requires further analysis. The County intends to develop information on neighboring airport fees, but the methodology needs to be developed, resources assigned to do the work, and the timing established to complete the work. The methodology developed should standardize rates or otherwise provide sufficient information so that the rates can be compared. Hangers rates can vary based on leasing details, utility and services provided, type of hanger and associated exterior space and Fixed Based Operation services provided at the airport.

R4. Gnoss Field increase security patrols so that there is at least one staff or security person on the airport site 24 hours per day.

Response: The recommendation will not be implemented because it is not warranted. Either County airport staff or contracted security patrols are at the airport all but 5 hours a day, including early morning nighttime hours, except on holidays. Signs are posted for an airport ‘watch program’ with a phone number to call if tenants or other users see suspicious activity. There is usually regular user activity at the airport when airport staff is not present, and users can observe and report suspicious activity.
R5. The County provide higher fences, locked gates, and improved signage discouraging unauthorized entry onto the taxiways and runway at Gnoss Field.

Response: This recommendation requires further analysis. There is opportunity to improve security and such measures should be based on the degree of threat reduction and available funding. Noted in the Grand Jury report was that the Transportation Safety Administration (TSA) considers major incident threats as relatively low. The airport manager will review opportunities and provide detail recommendations within 6 months to the Aviation Commission.

R6. The County inspect the Gnoss Field runway and make needed changes including resurfacing as necessary, even if that work precedes completion of a runway extension.

Response: This recommendation has been implemented. The State Department of Transportation, Division of Aeronautics, conducted a compliance inspection for the FAA in April of this year and found the airport to be in excellent condition with no permit compliance or safety deficiencies. The runway is inspected daily for any safety defects. The runway was last closed seven years ago to repave a 615 foot portion in the center of the runway. General asphalt condition is assessed periodically and patches or other maintenance measures are taken when needed. Implementation and construction would depend on available funding. County staff from the Roads or Engineering divisions also assists in inspection and corrective actions.

R7. The County update the video surveillance system at Gnoss Field by adding cameras to allow viewing of the runway. Additionally, the County adopt a system that will allow off-site visual assessments by the Sheriff's Department and Fire Department.

Response: This recommendation requires further analysis. The County considers this a security system improvement opportunity. However, an assessment of the existing system is needed to determine whether cameras can be added or a new system should be installed. Implementation and construction would depend on available funding. The Sheriff or the Novato Fire Assessment District would need to determine whether they would participate in upgrades.
R8. County staff prepare an emergency manual and provide it to staff, renters, and others who may need to respond to emergencies on the site.

Response: This recommendation has not yet been implemented, but will be implemented in the future as staff resources become available. We expect to combine this item with R9 below.

R9. DPW staff complete an emergency response plan using the template provided by the Department of Homeland Security.

Response: This recommendation has not yet been implemented, but will be implemented in the future as staff resources become available. We expect to combine this effort with item R8 above.

R10. The County Department of Emergency Services, in consultation with DPW staff, consider incorporating the airport into disaster planning as appropriate, noting that the airport might not be usable in certain types of disasters such as earthquakes.

Response: This recommendation has been implemented. The Marin County Sheriff's Office of Emergency Services recently participated in drafting a revised "Bay Area Earthquake Plan Transportation and Logistics Strategy" with California Office of Emergency Services and Federal Emergency Management representatives. This recent planning effort included discussions regarding the capabilities of Gnoss Airfield as both a resource and liability given its location, size, runway length and geologic challenges.

In addition to the "Bay Area Earthquake Plan" the Marin County Sheriff's Office of Emergency Services will assess the appropriateness of including any airport emergency manual and/or airport emergency response plan that may be completed in response to R8 and R9, in the Marin County Emergency Operations Plan (EOP). The proposed Gnoss Field emergency response plan may be referenced in the Marin EOP in Part One: General Information, Emergency Operations Plans and Documents as a "Supporting Plan".
R11. The County communicate on a regular basis with residents of Rush Creek and Bahia neighborhoods to address noise complaints and efforts undertaken by the County to reduce incidents.

Response: This recommendation has been implemented. A Gnoss Field Visioning Workshop was held on July 17, 2014 with over 1,500 mailers sent to property owners from Black Point to Partridge Knolls, airport tenants and other interested parties. Plans are in the works to improve the airport web site and provide easier and more detailed reporting of aircraft noise. County staff will continue to diligently follow up on noise complaints with aircraft owners and aviation community groups.

R12. The County install a call box or direct line to notify first responders in case of emergencies at the airport.

Response: This recommendation will not be implemented because it is not warranted or reasonable. Most airport users have cell phones and can dial emergency response providers at anytime, anywhere at the airport. There is a phone in the public space at the airport lounge that someone can use to dial 9-1-1. County staff also has MERA radio to access emergency responders directly.

R13. All new leases require that lessees provide keys or there be other means to allow airport personnel and/or the Assessor to inspect hangars and aircraft housed at Gnoss Field.

Response: This recommendation will not be implemented because it is not warranted or reasonable. Current aircraft storage permits allow County staff or the Fire Marshall to enter hangars with reasonable notice to the tenant. Issuing keys to County staff for all aircraft hangers would introduce additional liability to the County.

R14. The County update the Master Plan to reflect current utilization and needs at Gnoss Field.

Response: This recommendation has not yet been implemented, but will be implemented in the future as staff and other resources become available. County plans are to consider a Master Plan amendment after federal grant funds are secured for the airport runway extension and runway paving projects. A Master Plan update requires a significant effort,
environmental documentation, and funding. As an example, Sonoma County Airport recently completed a Master Plan update that required an EIS/R and took at least four years to complete.
Memorandum for Discussion
Aviation Commission of Marin County

To: Members of Aviation Commission
   Airport Manager, Gnoss Field
   Assistant Director, Public Works

Date: March 24, 2015

From: Rick Beach, Member, Aviation Commission

Re: Request for status on grant-funded projects

Issue:
The Marin County Airport has accepted three grants for on-going work:
   • Phase 3 of Environmental Impact Report and FAA Record of Decision, $150,000, accepted 4 October 2011
   • Airport Layout Plan et al, $225,000, accepted 4 November 2014
   • Wildlife Hazard Assessment, $100,000, accepted 4 November 2014

Since the last meeting of the Aviation Commission several actions have been taken. Craig Tackaberry and Eric Steger met with Ken Mercer and Rick Beach to identify the DPW staff assigned to lead each of these three projects:
   • Bob Goralka for the environmental project
   • Eric Steger for the Airport Layout Plan
   • Reuel Brady for the Wildlife Hazard Assessment

Furthermore, at the Board of Supervisors meeting on March 24, 2015, DPW requested authorization to amend the contract for Landrum & Brown to initiate work on the Supplemental EIS required by the FAA in their letter of January 9. Also, two contracting opportunities were published on March 12, an RFP for the Wildlife Hazard Assessment project and an RFQ for an aviation consultant for projects over the next five years. To my knowledge, no input from the Commission was sought or provided.

Proposed Action:
Request that DPW project managers come to the Aviation Commission meeting on April 2 to review the status of each of their projects, the contracting process, the scope of work expected, and for contract opportunities how the selection process will be conducted and to review the selection criteria

Background:
The Aviation Commission purpose is to advise and recommend to the Board of Supervisors on airport-related matters. These projects have a huge potential for the airport future. Consequently, the Commission should be aware and involved.
Memorandum for Discussion  
Aviation Commission of Marin County

To: Members of Aviation Commission  
Airport Manager, Gnoss Field  
Assistant Director, Public Works

Date: March 24, 2015

From: Rick Beach, Member, Aviation Commission

Re: Request for amendment to bylaws of the Aviation Commission

Issue:
The bylaws of the Aviation Commission, found on the Marin County web site, (undated) differ in ARTICLE III: MEMBERSHIP from the enacting resolution, the Boards & Commissions web page, and the online application form for the Aviation Commission.

Proposed Motion:
Moved to amend the bylaws of the Aviation Commission, ARTICLE III: MEMBERSHIP, to use the same language as the enacting Resolution 73-35 of the Board of Supervisors, dated 6 February 1973, as follows:

The commission shall consist of seven members. Five members shall be generally representative of the five supervisorial districts with each supervisor nominating one member, not necessarily from his district, for appointment by the Board of Supervisors. The remaining two members shall be representative of the Greater Novato area and shall be appointed by the Board of Supervisors, one to be nominated by the Novato City Council. Not more than four members shall be active pilots, aircraft owners, or connected with aviation business; a majority shall be active in business or professions in Marin County. Active pilots shall not be construed to mean those persons qualified to provide air transport.

Further the Aviation Commission 1) recommends that the Board of Supervisors accept this amendment per Article VIII: BYLAWS, 2) requests that the bylaws include the history and dates of amendments, 3) requests that the Boards & Commissions web page for the Aviation Commission include similar language.

Background:
After the City Council of Novato resolved in January 2015 to nominate Rick Beach to the Aviation Commission of Marin County, neither the Clerk of the City nor the Clerk of the Board of Supervisors knew of the limitation of not more than four members shall be active pilots. This information was not included in the
bylaws nor in the online application form. Consequently, the nomination was not brought forward and the City acted to seek a non-pilot. Subsequently, a pilot member of the Commission resigned, the City resolved in February 2015 to re-nominate me, and the Board of Supervisors appointed me in March 2015.

The current bylaws define membership as follows:

**ARTICLE III: MEMBERSHIP**
The Commission shall consist of seven (7) members. One (1) appointment is made by the Board of Supervisors from each Supervisorial District; two (2) appointments representing the Greater Novato area, with one (1) to be nominated by the Novato City Council, and the other appointed by the Board of Supervisors as an at large member. Appointed members may resign their appointment by submitting a letter of resignation to the Board of Supervisors.

The web page for the Aviation Commission defines membership as follows:

**Number of Members**
Seven - one appointment is made by the Board of Supervisors from each Supervisorial District; two appointments representing the Greater Novato area, one to be nominated by the Novato City Council. No more than four members shall be active pilots, aircraft owners, or connected with aviation business.

The online application form for the Aviation Commission has been modified to conform to the enacting resolution and now provides checkboxes for the applicant status as an active pilot, etc., and as active in business in Marin County.

So, we have four different descriptions of membership in the Aviation Commission:
- the enacting resolution with the most complete description of criteria,
- the Boards & Commissions web page with some, but not all
- the online application form with checkmarks for the criteria
- and the bylaws that omit those limiting criteria

This action would bring all four descriptions into compliance with the enacting resolution 73-35.

**References:**
- Bylaws of the Aviation Commission, attached
- Resolution 73-35, attached
- Online application form, attached
ARTICLE I: NAME

This organization shall be called "The Marin County Aviation Commission" existing by virtue of Resolutions No. 69-13, 73-35, and 8776 of the Board of Supervisors of the County of Marin, and exercising the powers and authority and assuming the responsibilities delegated to it under said Resolutions.

ARTICLE II: PURPOSE

The Commission shall advise and recommend to the Board of Supervisors on matters relating to Marin County airports, regulation of private airports, cooperation with military airports, and all other aviation matters.

ARTICLE III: MEMBERSHIP

The Commission shall consist of seven (7) members. One (1) appointment is made by the Board of Supervisors from each Supervisorial District; two (2) appointments representing the Greater Novato area, with one (1) to be nominated by the Novato City Council, and the other appointed by the Board of Supervisors as an at large member.

Appointed members may resign their appointment by submitting a letter of resignation to the Board of Supervisors.

ARTICLE IV: TERM OF OFFICE

Each Supervisorial District member shall serve four (4) years and each Greater Novato Area member shall serve three (3) years.

ARTICLE V: MEETINGS

1. General

All meetings of the Commission shall be open to the public and the public shall be notified in accordance with the provisions of the Brown Act.

2. Meeting Frequency

Meetings shall be held in the months of February, April, June, August, October and December unless otherwise determined by the Commission.
3. **Meeting Time and Place**

Commission meetings are held of the first Wednesday of the month at 8:00 p.m. The location of Commission meetings is Pilot's Lounge, 451 Airport Road, Novato, California.

4. **Special Meetings**

Special meetings of the Commission may be called by the order of the Chair or by order of the majority of the Commission by delivering written notice to each member of the Commission at least twenty-four (24) hours before time of such meeting.

5. **Quorum**

A majority of the membership of the Commission four (4) shall constitute a quorum for the transaction of business and the adoption of action items.

6. **Conduct of Meetings**

Proceedings of all meetings shall be governed by the current edition of Robert's Rules of Order. Robert's Rules of Order shall be the parliamentary authority for all matters of procedure, for this Commission, not specifically covered in these by-laws.

7. **Voting**

An affirmative vote of the majority of all members of the Commission present at the time shall be necessary to approve any action item before the Commission. If requested by any member, in attendance, a roll call vote must be held.

8. **Meeting Attendance**

If a Commissioner is unable to attend an Aviation Commission meeting he/she must notify the Airport Operations Manager at least twenty-four (24) hours prior to said scheduled meeting. Otherwise, the Commissioner's absence will be unexcused. A Commissioner with three consecutive unexcused absences may be recommended by the Aviation commission to the Board of Supervisors or an appropriate agency for removal.

**ARTICLE VI: OFFICERS**

1. **Officers of the Commission**

The officers of the Commission shall be elected at the annual meeting of the Commission, and shall be as follows: Chair and Vice Chair.
2. Duties of Officers

Chair – the Chair shall preside at all meetings, appoint committees, authorize calls for any special meetings and generally perform the duties and functions of the presiding officer.

Vice-Chair – the Vice-Chair, in the event of the absence or disability of the Chair, or a vacancy in the office of the Chair, shall assume and perform the duties of the presiding officer.

3. Term of Office

The officers and members of Committees shall serve for one year or until their successors are elected.

The term of office shall begin immediately following the adjournment of the annual meeting at which they are elected.

ARTICLE VII: COMMITTEES

1. Ad Hoc Committees

Ad Hoc Committees shall be appointed by the Chair.

ARTICLE VIII: BYLAWS

1. Amendment

These bylaws may be amended by a majority vote of all Commission members.

2. Notice

Written notice of any proposed amendment shall be mailed to all members at least ten (10) calendar days prior to the meeting at which such action is proposed to be taken.

3. Effective Date of Amendment

No amendment to these bylaws shall take effect or be binding until said amendment(s) are ratified by the Board of Supervisors.
BOARD OF SUPERVISORS OF THE COUNTY OF MARIN, CALIFORNIA

RESOLUTION NO. 73-35

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIN AMENDING RESOLUTIONS NOS. 8776 AND 69-22 REGARDING MEMBERSHIP ON AVIATION COMMISSION

WHEREAS, this Board has heretofore adopted Resolutions Numbers 8776 and 69-22 which established an Aviation Commission and provided for composition of its members, and

WHEREAS, this Board has determined that the members representing the greater Novato area should be increased;

NOW, THEREFORE, BE IT RESOLVED that paragraph one of Resolution No. 8776 as amended by Resolution 69-22 is further amended to read as follows:

1. Membership. The commission shall consist of seven members. Five members shall be generally representative of the five supervisorial districts with each supervisor nominating one member, not necessarily from his district, for appointment by the Board of Supervisors. The remaining two members shall be representative of the Greater Novato area and shall be appointed by the Board of Supervisors, one to be nominated by the Novato City Council. Not more than four members shall be active pilots, aircraft owners, or connected with aviation business; a majority shall be active in business or professions in Marin County. Active pilots shall not be construed to mean those persons qualified to provide air transport.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin, State of California, held on the 6th day of February, 1973, by the following vote:

AYES: SUPERVISORS Giacomini, Roumiguier, Baptiste

NOES: SUPERVISORS Arrigoni, Wornum

ABSENT: SUPERVISORS None

ATTEST: [Signature]

Clerk

Chairman of the Board of Supervisors
Aviation Commission

Staffing
Aviation Commission  
Dan Jensen  
Department of Public Works  
(415) 897-1754

Administered By
The County of Marin

Purpose/Duties
To advise and recommend to the Board of Supervisors on matters relating to Marin County airports, regulation of private airports, cooperation with military airports, and all other aviation matters.

Related Links
- Agendas and Minutes
- Calendar

Qualifications
No specific qualifications are required for appointment.

Term Length
4 years for District appointees and 3 years for Greater Novato area representatives

Number of Members
Seven - one appointment is made by the Board of Supervisors from each Supervisorial District; two appointments representing the Greater Novato area, one to be nominated by the Novato City Council. No more than four members shall be active pilots, aircraft owners, or connected with aviation business.

Reimbursements For Expenses/Per Diem
No per diem is authorized. Mileage is not authorized except for pre-planned trips as specially authorized.

Time and Day of Meetings
First Thursday of the following months: February, April, June, August, October and December at 7:00 p.m. Meetings will be held at 3501 Civic Center Drive, Room 329, San Rafael, CA 94903 unless otherwise noticed.

How to Apply
Applications may be obtained from the Clerk of the Board of Supervisors, Room 329, Administration Building, Marin Civic Center (415-473-7331), or access the Application online.

Members of this Commission.
APPLICATION FOR APPOINTMENT TO THE AVIATION COMMISSION
APPOINTED BY THE MARIN COUNTY BOARD OF SUPERVISORS

All fields marked with an * are required.

* Board Name: Aviation Commission

* As representative of Supervisoral District #:  

and/or At Large:  

PERSONAL INFORMATION

* I am at least 18 years of age.  

* First Name:  

* Last Name:  

* Home Address:  

* City/Town:  

* Zip Code:  

* Phone Number:  

* Email Address:  

EMPLOYMENT INFORMATION

Employed  Retired  Not Employed

* Present Occupation:  

* Employer's Name:  

* Employer's Address:  

* City/Town:  

* State:  

* Zip Code:  

* Phone Number:  

* Please check all group(s) for which you qualify to represent:

□ Active pilot, aircraft owner or connected with aviation business (active pilots shall not be construed to mean those persons qualified to provide air transport)

□ Active in business or professions in Marin County
Memorandum for Discussion  
Aviation Commission of Marin County  

To: Members of Aviation Commission  
Airport Manager, Gnoss Field  
Assistant Director, Public Works  

Date: March 24, 2015  

From: Rick Beach, Member, Aviation Commission  

Re: Request to encourage public comment at meetings  

Issue:  
At the conclusion of the February meeting, Chair Ogg informally asked Ken Mercer, President, Gnoss Field Community Association, about ways to encourage greater participation and comment by the public at Commission meetings. During my interviews with the Council Members of the City of Novato, they too acknowledged interest in greater participation by residents who lived near the airport and businesses who might benefit from personal air transportation at the airport.  

Proposed Action:  
Adapt the Commission agenda to schedule non-agenda public comment near the beginning of the meeting, and for the Chair to invite agenda-specific public comment at each topic during discussion by the Commission and before taking action. Over time, this will be seen as opportunities for the public to be heard.  

Background:  
During the last February meeting, public comment was only requested once at the end of the meeting prior to adjournment. No other public comment was solicited during extensive discussion by Commissioners and staff.  

The Brown Act, as stated in California Government Code section 54954.3, requires opportunities for public comment as follows:  

“(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body’s consideration of the item”  

As a model, the agendas for the Marin County Board of Supervisors include an early opportunity for non-agenda public comment, which provides a more time-certain schedule rather than late in the meeting. As well, they generally invite public comment before concluding discussion and taking a vote by the Supervisors.