



**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
September 8, 2022**

**Administration Building
Airport Boardroom
7:00 P.M.**

**REGULAR MEETING
A G E N D A**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Engel, Brown, Rafferty, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD AUGUST 25, 2022.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**

6. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SECOND AMENDMENT OF GROUND LEASE BETWEEN THE DISTRICT AND MARTIN TESTA, DBA TESTA CATERING.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND THOMAS R. WIDROE FOR CONSULTING SERVICES.**
9. **DISCUSSION AND DIRECTION TO STAFF REGARDING GENERAL AIRPORT SECURITY.**
10. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) **Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)**
 - b) **Conference with Real Property Negotiators (Chris Hastert, and District Counsel) Re: 3455 Skyway Drive, Santa Maria, CA 93455 (Gov. Code Section 54956.8)**
 - c) **Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case.**
 - d) **Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.**
 - e) **Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.**
11. **DIRECTORS' COMMENTS.**
12. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD AUGUST 25, 2022

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 7:00 p.m. Present were Directors Engel, Brown, Rafferty, and Baskett. General Manager Hastert, Manager of Finance & Administration Reade, and District Counsel Frye Laacke. Director Adams was absent.

1. MINUTES OF THE SPECIAL MEETING HELD August 24, 2022. Director Brown made a Motion to approve the minutes of the special meeting held August 24, 2022. Director Baskett Seconded and it was carried by a 3-0 vote. Director Rafferty abstained.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – President Engel changed the committee to Directors Brown and Adams, removing Director Rafferty.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
3. GENERAL MANAGER'S REPORT. Mr. Hastert notified the board what a pleasure it is to work on the AirFest planning with Planes of Fame. They will be in town again on the 30th with their logistics team for a walk-through. He also provided an update on a tabletop exercise he attended with TSA, SBP, SBA and BUR discussing drones and active shooters. There may be a change in the hold room display case as Moxie Café has closed. It will feature local youth artists if approved.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 070628 through 070674 in the amount of \$258,947.34 was recommended for approval as presented. Director Rafferty made a Motion to accept the Demand Register as presented. Director Brown Seconded and it was carried by a 4-0 vote.
 - b) Budget to Actual. Received and filed.
 - c) Financial Statements. Received and filed.
5. DISTRICT COUNSEL'S REPORT. Nothing to report.

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

No one requested to speak.

7. Authorization for the President and Secretary to execute the Service Agreement between the District and Comcast Cable Communications Management, LLC or its franchised operating affiliate ("Comcast") for Village Mobile Home Park; Graduated Revenue Share Provision. Director Baskett made a Motion to approve. Director Rafferty Seconded and it was carried by a 4-0 vote.
8. CLOSED SESSION. At 7:06 p.m. the Board went into Closed Session to discuss the following item(s):
- a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Conference with Real Property Negotiators (Chris Hastert and District Counsel) Re: 3455 Skyway Drive, Santa Maria, CA 93455 (Gov. Code Section 54956.8).
 - c) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case
 - d) PUBLIC EMPLOYEE APPOINTMENT. Title: Interim General Manager
 - e) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - f) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.

At 7:45 pm., the Board and staff reconvened to Open Public Session.

There was one reportable action. General Manager Hastert notified the Board he may not be able to fulfill his duties as the General Manager in the near future. At the time official notice is provided, the Board has decided to appoint Kerry Fenton as the Interim General Manager.

9. DIRECTORS' COMMENTS: Directors Engel and Brown had no comment.

Director Rafferty reported he was officially recognized by the CSDA Board of Directors. He takes his seat on the board in January.

Director Baskett is hoping for Mr. Hastert's return at some point.

10. ADJOURNMENT. President Engel asked for a Motion to adjourn to a Regular Meeting to be held on September 8, 2022, at 7:00 p.m. at the regular meeting place. Director Rafferty made that Motion, Director Brown Seconded and it was carried by a 4-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:47 p.m. on August 25, 2022.

Carl Engel, President

Hugh Rafferty, Secretary

2022-2023

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 070675 to 070697 and electronic payments on Pacific Premier Bank and in the total amount of \$105,242.20

CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 070675 to 070697 and electronic payments on Pacific Premier Bank in the total amount of \$105,242.20 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF SEPTEMBER 8, 2022.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 70675	9/1/2022	American Industrial Supply	\$153.11	Fuel Nozzle
* 70676	9/1/2022	AT&T	\$130.19	Telephone Service
* 70677	9/1/2022	BMI PacWest	\$645.77	Building Maintenance - Terminal
* 70678	9/1/2022	Bomar Security & Investigation	\$1,984.00	Security Service
* 70679	9/1/2022	Boyer's Diesel	\$917.50	Water Truck Maintenance
* 70680	9/1/2022	Coast Networx	\$210.00	Computer Support Services
* 70681	9/1/2022	City of Santa Maria	\$298.00	False Alarm Fee
* 70682	9/1/2022	City of Santa Maria-Util Div	\$26.00	Fire Protection Meters - Annual Billing
* 70683	9/1/2022	Ferguson Enterprises, Inc.	\$36.58	Maintenance - Drainage
* 70684	9/1/2022	Frontier Communications	\$818.78	Telephone Service
* 70685	9/1/2022	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 70686	9/1/2022	J B Dewar, Inc	\$4,839.98	Dyed Diesel
* 70687	9/1/2022	LSC Communications	\$35.61	FAA Publications
* 70688	9/1/2022	MarTeeny Designs	\$275.00	Website Maintenance
* 70689	9/1/2022	McMaster-Carr	\$125.74	Shop Supplies
* 70690	9/1/2022	Mission Linen Service	\$552.70	Uniform Service
* 70691	9/1/2022	PAPE KENWORTH	\$223.08	Vehicle Maintenance
* 70692	9/1/2022	Quinn Company	\$2,267.38	Safety and Security - Airfest
* 70693	9/1/2022	RRM Design Group	\$6,037.50	SMX Business Park Specific Plan Amendment
* 70694	9/1/2022	Easley, Justin	\$215.27	Safety Equipment - Reimbursement
* 70695	9/1/2022	Oberon3, Inc	\$50.00	Building Maintenance - Terminal
* 70696	9/1/2022	Gsolutionz, Inc.	\$97.95	GPS Cloud Phone Support 10/1-10/31/22
* 70697	9/1/2022	Kimley-Horn and Associates, Inc.	\$5,101.87	SMX Specific Plan Support
		Subtotal	<u>\$28,617.21</u>	
ACH	8/25/2022	Principal	\$2,634.14	Employee Dental/Life/Disability Insurance
ACH	8/26/2022	Xerox	\$536.53	Copier
ACH	8/26/2022	Umpqua Bank	\$8,166.13	Business Travel, Computer & Office Supplies
ACH	8/29/2022	Wageworks	\$15.00	Cafeteria Plan
ACH	8/30/2022	CalPers	\$6,150.48	Employee Retirement
ACH	8/31/2022	Empower Retirement	\$4,928.19	Employee Paid Retirement
ACH	8/31/2022	PG&E	\$8,750.96	Terminal/Hangar/Admin Electricity
ACH	8/31/2022	PG&E	\$8,848.19	Terminal/Hangar/Admin Electricity

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	9/1/2022	Paychex	\$28,296.78	Payroll
ACH	9/1/2022	Aflac	\$416.34	Voluntary Employee Insurance
ACH	9/2/2022	Paychex	\$6,686.65	Payroll Taxes
ACH	9/2/2022	Paychex	\$191.04	Paychex invoice
ACH	9/2/2022	Pacific Premier Bank	\$1,004.56	Credit Card Fees
		Subtotal	<u>\$76,624.99</u>	
		Total	<u><u>\$105,242.20</u></u>	

**SECOND AMENDMENT OF
GROUND LEASE**

RE: GROUND LEASE, dated October 1, 2020, between SANTA MARIA PUBLIC AIRPORT DISTRICT, a Public Airport District of the State of California (herein called "District") and Martin Testa, DBA Testa Catering. (herein called "Lessee").

The undersigned, SANTA MARIA PUBLIC AIRPORT DISTRICT, ("District") and MARTIN TESTA, DBA TESTA CATERING ("Tenant") do hereby agree to amend the above-referenced Lease, effective October 1, 2022, as follows:

2. Lease Term. The term of this Lease shall be one (1) year commencing October 1, 2022, (herein referred to as the "Term" or "term of this Lease").

Dated: August 25, 2022

Approved as to content
for District:

General Manager

Approved as to form
for District:

District Counsel

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: _____
Carl Engel, President

By: _____
Hugh Rafferty, Secretary

**Martin Testa
DBA Testa Catering**

By: _____
Martin Testa, Owner

SERVICE AGREEMENT

By this Agreement, dated September 8, 2022, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and The Widroe Group, Inc., a California company, (herein after called "Consultant"), District and Consultant agree as follows:

1. SCOPE OF WORK

District hires Consultant to perform, and Consultant agrees to perform, public affairs, government relations, marketing and communications and professional air service consulting services as described in Attachment A.

2. COMPENSATION

District shall compensate Consultant for all services to be provided by Consultant under this Agreement. Consultant shall be compensated for the work described under the Scope of Services as set forth for a lump sum monthly retainer of \$18,000.00 for the six-month period for said services. Consultant shall bill District monthly for services rendered. Payment shall be due and payable 30 days following date of receipt of submitted bill.

Expenses are limited to air transportation, lodging, meals, printing, shipping, online marketing and expenses associated with presentations and meetings will be reimbursed at cost and subject to review and approval by the General Manager. There will be no reimbursement for office overhead, including but not limited to telephone, facsimile, postage, in- house copying, insurance, etc., which are included in the consulting fees.

3. TIME OF PERFORMANCE

Consultant shall commence performance of the services hereunder upon receipt of written authorization to proceed and shall complete the services beginning September 1, 2022, to February 28, 2023.

4. MATERIALS AND DOCUMENTS

Except as otherwise specified in this agreement, Consultant will bear the cost and expense of all materials, supplies, tests and data used or needed by Consultant in the performance of its services and the work products to be delivered to District. District shall be the owner of all drawings, maps, mylars, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Consultant. District will make available all existing plans, maps, data and information it has that may be needed by Consultant to perform its services. Consultant may retain copies of the original documents for its files.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by either party hereto.

6. CONSULTANT INDEPENDENT CONTRACTOR

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

7. CONSULTANT'S RECORDS

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for seven (7) years after District makes final payment to Consultant hereunder and all pending matters regarding Consultant's services and the Project is closed. The District, the U.S. Department of Transportation, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work for the purpose of making audits, examinations, excerpts and transcriptions.

8. TERMINATION

This Agreement may be terminated by District upon failure by Consultant to satisfactorily perform the terms and conditions of this Agreement within fifteen (15) days of receipt of written notice from the District specifying the manner in which Consultant has failed to satisfactorily perform. In the event of such termination, Consultant shall not be entitled to further compensation from District. Either party may terminate this Agreement for any reason on thirty (30) days written notice to the other.

9. SUSPENSION OR ABANDONMENT OF PROJECT

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

10. INDEMNIFICATION

Consultant agrees to defend, indemnify and hold harmless District, its directors, officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expenses and causes of action of any nature or character which District may incur, sustain or be subject to, including attorney's fees, rising out of or in any way connected with the services or work to be performed by Consultant, or arising from the negligence, act or omission of Consultant, its officers, agents and employees, excepting only liability or loss attributable to the sole active negligence of District or its willful misconduct.

11. INSURANCE

Consultant shall at Consultant's expense take out and maintain during the life of this Agreement the following types and amounts of insurance insuring Consultant and Consultant's officers and employees:

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

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance.

Each such certificate and policy shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. District shall be named as an additional insured on each policy required herein without offset to any insurance policies of District. Each policy shall be on an "occurrence" basis and not a "claims made" basis.

12. DISTRICT'S DESIGNATED REPRESENTATIVE

District designates its General Manager, as its "Designated Representative". The Designated Representative is authorized to review, critique, and approve the services of Consultant.

13. EXTRA SERVICES

There will be no payment of extra services by Consultant unless it is expressly authorized in writing by General Manager before the services are performed and the amount District shall pay Consultant for said extra services has been mutually agreed upon in writing.

14. COVENANT AGAINST DISCRIMINATION

Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation or, any person or group of people on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

15. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either part by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

16. INTEGRATION; AMENDMENT

There are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

17. SEVERABILITY

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

18. ATTORNEYS' FEES

If either party to this Agreement is required to initiate or defend or be made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, and costs whether or not the matter proceeds to judgment.

19. NOTICES

Notices pursuant to this Agreement shall be given by United States mail, postage prepaid, addressed to the parties hereto as follows:

District: Santa Maria Public Airport District, 3217 Terminal Drive Santa Maria, CA 93455

Consultant: The Widroe Group, Inc., Thomas Widroe, 435 Farmland Drive, Buellton, CA 93427

20. CERTIFICATE OF CONSULTANT

Consultant agrees to complete, execute and deliver to District upon execution of this Agreement a certificate in the form and content attached hereto and incorporated herein. Consultant agrees to comply with the conditions and provisions of the certificate.

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

Dated: September 8, 2022

DISTRICT:

Approved as to content for District:

SANTA MARIA AIRPORT DISTRICT

General Manager

Carl Engel, President

Approved as to form for District:

Hugh Rafferty, Secretary

District Counsel

CONSULTANT:

THE WIDROE GROUP, INC.

Thomas Widroe

Attachment A
Scope of Services

After acceptance of this proposal, The Widroe Group, Inc., shall, in addition to public affairs, government relations, marketing and communications, participate in or contribute to the following projects and tasks:

1. Airpark Dr. Extension Coordination with City for Funding
2. Airpark Dr. Extension Coordination with other agencies for threshold relocation runway 2-20 and RV Storage Development
3. Customs Reinstatement and Marketing
4. Consultation with Planning consultants for Specific Plan Update, Lot Split, Property Rezone, G3 Development
5. Consultation with Real Estate Broker regarding sale of parcels in escrow and new leads for development
6. Research of funding opportunities for non-aviation capital projects
7. Coordination with SMPAD Environmental Team for USFWS/CDFW settlement
8. Coordination with Consultant for PFAS investigation
9. Coordination with Design team/ FAA for BIL projects
10. Coordination with SMPAD Environmental Team regarding SEMCO Tool site
11. Additional Services may be requested by SMX on an as-needed basis that are not described above.

CERTIFICATION OF CONSULTANT

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm The Widroe Group, Inc., a California company whose address is 435 Farmland Drive, Buellton, CA 93427, and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract;
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of federal funds and is subject to applicable state and federal laws, both criminal and civil.

Thomas Widroe
September 8, 2022