SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS

Thursday
August 27, 2026

Administration Building
Airport Boardroom
6:00 P.M.

REGULAR MEETING
A G E N D A

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Brown, Guy, Clayton, Ramirez

1. MINUTES OF THE REGULAR MEETING HELD AUGUST 13, 2026

2. COMMITTEE REPORT(S):

- a) EXECUTIVE
- b) ADMINISTRATION & FINANCIAL
- c) SAFETY & SECURITY
- d) REAL ESTATE
- e) AIRPORT PLANNING & CAPITAL IMPROVEMENT
- f) GOVERNMENT AFFAIRS
- g) MARKETING & PROMOTIONS
- h) GENERAL AVIATION

3. GENERAL MANAGER'S REPORT

4. MANAGER OF FINANCE & ADMINISTRATION REPORT

- a) Demand Register
- b) Financial Statements

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

6. **PRESENTATION ON THE TERMINAL PARKING LOT SOLAR PROJECT AND CONSIDERATION OF A PROPOSED CONSENT TO THE ASSIGNMENT OF THE ENERGY SERVICES AGREEMENT FOR THAT PROJECT FROM FFP BTM SOLAR, LLC TO GREENSKIES CLEAN ENERGY LLC OR ITS AFFILIATE.**

7. **CONSIDERATION OF FILLING THE DIRECTOR AREA 2 VACANCY ON THE BOARD BY APPOINTMENT OR BY CALLING AN ELECTION (GOVERNMENT CODE SECTION 1780).**

8. **CONSENT CALENDAR: The following items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or member of the public requests that an item be removed for separate consideration and action.**

   a) **CONSIDERATION OF RESOLUTION NO. 975 ACCEPTING THE FEDERAL AVIATION ADMINISTRATION FISCAL YEAR 2026 AIRPORT INFRASTRUCTURE GRANT FOR THE TAXILANE PAVEMENT REHABILITATION PROJECT, PROJECT NO. 3-06-0237-046-2026, IN A MAXIMUM FEDERAL OBLIGATION OF $1,751,855, WITH A DISTRICT SHARE OF $92,203.**

   b) **CONSIDERATION OF RESOLUTION NO. 976 ACCEPTING THE FEDERAL AVIATION ADMINISTRATION FISCAL YEAR 2026 AIRPORT IMPROVEMENT PROGRAM GRANT FOR THE REHABILITATE TAXIWAYS A, S, T AND U PROJECT, PHASE 1, PROJECT NO. 3-06-0237-045-2026, IN A MAXIMUM FEDERAL OBLIGATION OF $5,683,042, WITH A DISTRICT SHARE OF $827,016.**

   c) **CONSIDERATION OF RESOLUTION NO. 977 ESTABLISHING STANDING AUTHORITY FOR DESIGNATED DISTRICT OFFICERS TO EXECUTE FEDERAL AND STATE GRANT APPLICATIONS, AGREEMENTS, AMENDMENTS AND RELATED DOCUMENTS.**

   d) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE AN EASEMENT BETWEEN THE DISTRICT AND CITY OF SANTA MARIA FOR THE 10-FOOT-WIDE WATERLINE AND WELL SITE 6.**

   e) **AUTHORIZATION FOR THE GENERAL MANAGER AND THE MANAGER OF FINANCE AND ADMINISTRATION TO ATTEND THE ASSOCIATION OF CALIFORNIA AIRPORTS ANNUAL CONFERENCE TO BE HELD SEPTEMBER 28 THROUGH OCTOBER 1, 2026, IN SOUTH LAKE TAHOE, CA.**

   f) **AUTHORIZATION FOR THE BUSINESS DEVELOPMENT MANAGER TO ATTEND THE 2026 MARKETING AND COMMUNICATIONS CONFERENCE TO BE HELD OCTOBER 19-21, 2026, IN SEATTLE, WA.**

   g) **AUTHORIZATION FOR THE BUSINESS DEVELOPMENT MANAGER TO ATTEND THE TAKEOFF NORTH AMERICA CONFERENCE TO BE HELD DECEMBER 8-10, 2026, IN ROGERS, AR.**

9. **DIRECTORS' COMMENTS.**

10. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD AUGUST 13, 2026

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Brown, Guy and Clayton. General Manager, Pehl, Manager of Finance & Administration, Flores, and District Counsel Steele.

1. Administer Oath of Office to new Director Ramirez. Mayor Patino administered the oath.

2. MINUTES OF THE SPECIAL MEETING HELD July 29, 2026. Director Clayton made a Motion to approve the minutes of the special meeting held July 29, 2026. Director Guy Seconded, and it was carried by a 3-0 vote. Director Ramirez abstained from the vote.

3. COMMITTEE REPORT(S):

   a) EXECUTIVE – The committee met to set the agenda.

   b) ADMINISTRATION & FINANCIAL – No meeting scheduled.

   c) SAFETY & SECURITY – No meeting scheduled.

   d) REAL ESTATE – The committee met once.

   e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.

   f) MARKETING & PROMOTIONS – No meeting scheduled.

   g) GENERAL AVIATION – No meeting scheduled.

4. GENERAL MANAGER'S REPORT: Mr. Pehl reported that the Santa Maria Police Department has begun work as the District's supplemental law enforcement and that everything is going smoothly.

5. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.

   a) Demand Register. The Demand Register, covering warrants 074926 through 074942 in the amount of $212,637.34 was recommended for approval as presented. Director Guy made a Motion to accept the Demand Register as presented. Director Clayton Seconded, and it was carried by a 4-0 vote.

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 three-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. CONSENT CALENDAR: The following items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or member of the public requests that an item be removed for separate consideration and action.

a) Authorization for the President and Secretary to execute an easement between the District and the City of Santa Maria for the 10-Foot-Wide Waterline and Well Site 6.

b) Authorization for the President and Secretary to execute an easement between the District and Pacific Gas & Electric Company for the Fairway 1102 Feeder Project at 2700 Industrial PKWAY, Santa Maria, CA. APN 111-291-005.

Item 7a was removed from the Consent Calendar for further review. Director Guy made a Motion to approve item 7b. Director Clayton Seconded, and it was carried by a 3-0 vote. Director Ramirez abstained from the vote.

8. Closed Session. At 6:08 p.m. the Board went into Closed Session to discuss the following item(s):

a) Conference with Real Property Negotiators: APN 111-231-017 Agency negotiators: General Manager and District Counsel. Negotiating parties: Ross Realty. Under Negotiation: Price and Terms of Payment. (Gov. Code Section 54956.8).

At 6:24 p.m., the Board and staff reconvened to Open Public Session. There were no reportable actions.

9. Directors' Comments. Director Guy congratulated Director Ramirez and thanked him for serving the community. He reported that he had attended his first Santa Barbara County Planning Commission meeting the previous day, he has begun to serve in both roles and there is no conflict between them.

Director Clayton thanked Director Ramirez for joining the Board and for contributing his time and expertise. He stated that he believes the airport is moving in the right direction and that this will prove true over time.

Director Ramirez stated that he felt honored to serve the Santa Maria community. He stated that he looked forward to learning and to helping move the airport in a better direction.

President Brown welcomed Director Ramirez and stated that he would be a great asset to the airport. He stated that the airport is heading in the right direction.

10. Adjournment: President Brown asked for a Motion to adjourn to a Regular Meeting to be held on August 27, 2026, at the regular meeting place. Director Clayton made that Motion, Director Guy 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 6:28 p.m. on August 13, 2026.

____

Steve Brown, President

____

Michael B. Clayton, Secretary

2026-2027

DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 9924648473 to 9924727984 and electronic payments on Columbia Bank and in the total amount of $ 197,245.93.

______________________________________ ____________________

MARTIN PEHL DATE
GENERAL MANAGER

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 9924648473 to 9924727984 and electronic payments on Columbia Bank in the total amount of $197,245.93 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.

______________________________________ __________________

MICHEAL FLORES DATE
MANAGER OF FINANCE AND ADMINISTRATION

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF AUGUST 27, 2026.

____

MICHAEL B. CLAYTON
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
9924727984	8/21/2026	O'Reilly Automotive, Inc.	$91.26	Vehicle Maintenance
9924648473	8/24/2026	AMERICAN INDUSTRIAL PIPE & SUPPLY	$331.47	Revenue Generating Land Maintenance
9924654199	8/24/2026	CARR'S BOOTS	$97.84	Shop Safety Equipment
9924654722	8/24/2026	Consolidated Electrical Distributors, Inc.	$145.76	Hangar Maintenance
9924660510	8/24/2026	Comcast	$1,458.72	Cable/Internet/Digital Voice
9924662245	8/24/2026	RB Clean & Sweep	$500.00	Street Sweeping
9924663688	8/24/2026	Beacon	$84.00	Trash - Paper Recycling
9924666193	8/24/2026	Kinney, John	$2,097.59	Tenant Refund
9924667628	8/24/2026	PrintMasters & Bob's Rubber Stamps	$48.93	Director Name Plate
9924669405	8/24/2026	JD Humann Landscaping, Inc	$4,955.00	Terminal Landscaping
9924672378	8/24/2026	Napa Auto Parts	$168.99	Vehicle Maintenance
9924674456	8/24/2026	J B Dewar, Inc	$536.52	Unleaded/Diesel Fuel
9924674924	8/24/2026	Perez Handy Man	$543.75	Mobile Home Park Repairs
9924679422	8/24/2026	Tri-Counties Plant Service	$275.00	Interior Plant Service - Terminal
9924680433	8/24/2026	Smith's Alarms & Electronics Inc.	$630.00	Monitoring Electronic Fire System
9924700953	8/24/2026	Gsolutionz, Inc.	$407.62	Voice Services - August 2026
9924716732	8/24/2026	County of Santa Barbara	$75,000.00	
			$87,372.45	

ACH	8/11/2026	De Lage Landen	$83.74	Copier
ACH	8/13/2026	Paychex	$32,668.86	Payroll
ACH	8/13/2026	Paychex	$9,828.49	Payroll Taxes
ACH	8/14/2026	Paychex	$208.52	Paychex Invoice
ACH	8/17/2026	The Gas Company	$166.21	Utilities - Gas
ACH	8/17/2026	U.S. Bank Equipment Finance	$589.37	RICOH Printer Lease
ACH	8/17/2026	Frontier	$214.84	Telephone Service
ACH	8/18/2026	PG&E	$15,570.80	Terminal/Admin/Hangar Electricity
ACH	8/20/2026	Advantage Plus	$406.79	Answering Service
ACH	8/21/2026	Astound	$950.65	Network Services - Terminal
ACH	8/21/2026	AT&T	$51.88	Telephone Service
ACH	8/21/2026	Capital Industrial Medical Supply Company	$175.23	First Aid
ACH	8/21/2026	Comcast Business	$2,696.62	Internet Service
ACH	8/21/2026	McMaster-Carr	$213.20	Revenue Generating Land Maintenance
ACH	8/21/2026	Mission Linen Service	$639.24	Uniform Service
ACH	8/21/2026	National Business Aviation Assoc., Inc.	$45.00	Membership Dues
ACH	8/21/2026	Paychex of New York LLC	$134.00	Time & Attendance Service
ACH	8/21/2026	Safety-Kleen	$392.60	Hangar Maintenance
ACH	8/21/2026	U.S. Dept. of Agriculture	$200.28	Wildlife Abatement Program

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	8/24/2026	AppWrap LLC	$6,250.00	Software Implementation
ACH	8/24/2026	Foster & Foster	$1,710.00	Actuarial Services
ACH	8/21/2026	Empower	$5,710.14	Employee Paid Retirement
ACH	8/21/2026	Frontier	$1,474.10	Telephone Service
ACH	8/24/2026	Flex TG	$13.65	Equipment Lease - Usage Charge
ACH	8/24/2026	CalPers	$7,978.27	Employee Retirement
ACH	8/25/2026	CalPers	$21,501.00	Unfunded Liability
		Subtotal	$109,873.48	
		Total	$197,245.93	

Santa Maria Public Airport District

Statement of Revenues, Expenses & Changes in Net Position

For the month ended July 31, 2026

	July 2026
OPERATING REVENUES	
Landing area (landing fees, tiedowns, fuel flowage)	2,395.67
Hangar area (T-hangars, corporate, owner-build, storage)	97,342.00
FBO area (main hangar, commercial aviation, land lease)	64,961.19
Terminal area (car rental, terminal space lease)	18,463.70
Revenue-generating land (ag, non-aviation, cell, MHP)	234,450.85
Administrative income	2,097.00
Total operating revenues	**419,710.41**
OPERATING EXPENSES	
Salaries & employee benefits	229,451.29
ARFF / public safety services	0.00
Utilities	1,871.69
Communications	7,483.27
Professional & contract services	7,000.06
Insurance	0.00
Repairs & maintenance	15,277.18
Supplies & fuel	4,392.81
Mobile home park operations	0.00
Other operating (janitorial, landscaping, advertising, dues, travel)	109,873.31
Depreciation & amortization	294,407.42
Total operating expenses	**669,757.03**
OPERATING INCOME (LOSS)	**(250,046.62)**
NON-OPERATING REVENUES (EXPENSES)	
Property tax revenues	0.00
AIP capital grant reimbursements	0.00
PFC revenue	0.00
Interest & investment earnings	320.96
Airline Service Revenue Guarantee	0.00
Conservation easement	0.00
SEMCO settlement	0.00
Airfest sponsorship	0.00
Total non-operating revenues (expenses)	**320.96**
CHANGE IN NET POSITION	**(249,725.66)**

Santa Maria Public Airport District

Statement of Cash Flows

For the month ended July 31, 2026 (month 1 of fiscal year 2026-27)

	July 2026
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from customers & tenants (operating revenues)	419,710.41
Cash paid to suppliers & employees (operating expenses)	(375,349.61)
Increase in accounts receivable	(177,980.67)
Increase in prepaid expenses	(520,063.95)
Decrease in accounts payable	(391,574.68)
Decrease in accrued payroll & withholdings	(693.99)
Increase in customer & hangar deposits	2,863.00
Decrease in bank clearing account	108,593.92
Net cash used in operating activities	**(934,495.57)**
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Property tax revenues received	0.00
Airline service revenue guarantee paid	0.00
Conservation easement	0.00
SEMCO settlement paid	0.00
Airfest sponsorship paid	0.00
Fish & Wildlife settlement — cash portion	0.00
Net cash used in noncapital financing activities	**0.00**
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES	
AIP capital grant reimbursements received	0.00
Passenger facility charge (PFC) revenue	0.00
Acquisition & construction of capital assets	0.00
Net cash used in capital & related financing activities	**0.00**
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest & investment earnings received	320.96
Decrease in interest receivable	0.00
Net cash provided by investing activities	**320.96**
NET DECREASE IN CASH & CASH EQUIVALENTS	**(934,174.61)**
Cash & cash equivalents - beginning of month (7/1/26)	3,451,936.57
Cash & cash equivalents - end of month (7/31/26)	**2,517,761.96**

Santa Maria Public Airport District
Statement of Net Position (Balance Sheet)
As of July 31, 2026

	7/31/2026
ASSETS	
Current assets:	
Cash & cash equivalents	2,517,761.96
Restricted — unrealized fair market value	(897.68)
Certificate of deposit	8,000.00
Accounts receivable, net of allowance	237,784.87
Prepaid expenses	520,064.35
Bank clearing account	(108,593.92)
Interest receivable	7,771.21
Leases receivable (GASB 87)	11,649,409.28
Total current assets	**14,831,300.07**
Capital assets:	
Capital assets, not being depreciated	6,490,974.39
Depreciable capital assets, net of depreciation	30,547,846.78
Total capital assets, net	**37,038,821.17**
TOTAL ASSETS	**51,870,121.24**
DEFERRED OUTFLOWS OF RESOURCES	
Deferred pension outflows	756,697.00
Deferred OPEB outflows	9,450.00
Total deferred outflows of resources	**766,147.00**
LIABILITIES	
Current liabilities:	
Accounts payable	54,701.23
Accrued payroll & withholdings	1,836.14
Unearned revenue	308,805.10
Customer & hangar deposits	123,376.00
Settlement payable	2,000,000.00
Total current liabilities	**488,718.47**
Long-term liabilities:	
Compensated absences	168,696.57
Net pension liability	2,555,369.00
Total OPEB liability	324,853.00
Total long-term liabilities	**3,048,918.57**
TOTAL LIABILITIES	**5,537,637.04**
DEFERRED INFLOWS OF RESOURCES	
Deferred pension inflows	43,887.00
Deferred OPEB inflows	55,136.00
Deferred inflows — leases (GASB 87)	10,238,903.95
Total deferred inflows of resources	**10,337,926.95**
NET POSITION	
Aviation land sale fund	5,076,213.00
Construction fund	2,029,171.00
Fixed assets fund	14,705,071.67
General fund	3,982,293.31
Prior period adjustments	411,035.72
Retained earnings	10,806,645.21
Change in net position (current year)	(249,725.66)
TOTAL NET POSITION	**36,760,704.25**

Santa Maria Public Airport District
Treasurer's Report
July 31, 2026

	7/31/2026
CASH ON HAND	
Checking — General Fund (Columbia Bank)	225,975.71
Petty cash	450.00
Total cash on hand	**226,425.71**
INVESTMENTS	
LAIF - unrestricted	796,086.96
California CLASS	1,461,509.84
Money market — Columbia Bank	32,739.45
Trust fund — Newport Pacific	1,000.00
Total investments	**2,291,336.25**
TOTAL CASH AND INVESTMENTS	**2,517,761.96**

TO:
President and Members of the Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

FROM:
Mike Flores
Manager of Finance and Administration

MEETING:
August 27, 2026

ITEM

Presentation on the terminal parking lot solar project and consideration of a proposed consent to the assignment of the Energy Services Agreement for that project from FFP BTM Solar, LLC to Greenskies Clean Energy LLC or its affiliate.

BACKGROUND

On September 22, 2022 the Board adopted Resolution No. 917. Following a noticed public hearing under Government Code section 4217.12, the Board found that the anticipated cost of energy under the proposed agreement would be less than the anticipated cost of the electricity the District would otherwise buy, approved the agreement, and in Section 4 authorized the General Manager to negotiate further changes and to execute and deliver it.

The Energy Services Agreement - Solar was executed September 29, 2022 between the District and FFP BTM Solar, LLC, a ForeFront Power entity. The project is a set of solar carport canopies over the parking lot at the terminal. Schedule 7 of the agreement provides that the structures are to be permitted "as carports or shade structures, as applicable," that the provider obtains the permits, and that the arrays are to be built at "canopy height of 10' minimum clearance." The agreement and Resolution No. 917 refer to the project by the name the vendor gave it, the Main Terminal project, which is the name that appears on the contract documents.

The system is approximately 524.61 kW DC, behind the meter. The term is twenty years from the Commercial Operation Date, with one five-year renewal term. The District agreed to buy one hundred percent of the output. The price was set at $0.1620 per kWh, flat for all twenty years. Vendor selection came through the SPURR Renewable Energy Aggregated Procurement program, whose competitive process the District adopted as its own.

The agreement has been modified twice, each time by a Schedule 8 acknowledgment signed by the General Manager. Section 11 of the Special Conditions expressly designates the General Manager to sign that form, provided the terms of the acknowledgment comply with Section 11.

Acknowledgment 1, effective November 9, 2023, was an extension for good cause and made no change to price. It amended Section 5.1 of the Special Conditions by deleting "450 days from the Effective Date" and replacing it with "670 days from the Effective Date," moving the Guaranteed Construction Start Date from December 2023 to July 2024.

Acknowledgment 2, effective May 22, 2025, did four things. It raised the rate from $0.1620 to $0.1978 per kWh for all twenty years, an increase of $0.0358. It raised the Early Termination Fee, including the first-year figure that applies to a termination before the project is in service, from $5.09 to $6.23 per watt DC. It reduced estimated annual production, stating that the system size had been updated after design completion. And it moved the Guaranteed Construction Start Date to September 30, 2025 and redefined the Guaranteed Commercial Operation Date as the later of sixty days after the utility grants Permission to Operate or two hundred seventy days after the construction start date. The executed Section 5.2 of the Special Conditions had set that date at a fixed two hundred seventy days from the construction start date.

Construction of the canopies is complete. The contractual milestone that matters, however, is Commercial Operation. Under Section 3.3(b) of the General Terms and Conditions, Commercial Operation occurs only when the system has passed acceptance testing and "has been approved for interconnected operation by the Local Electric Utility," and the Commercial Operation Date is the date of the provider's written notice to that effect. No such notice appears in the District's records. Consistent with that, the provider has never been set up as a vendor in either the District's current or its former accounting system, and neither system carries a bill, a payment or any general ledger activity for this agreement. On the record available to the District, no Commercial Operation Date has occurred, the twenty-year term has not begun, and the District has paid nothing under the agreement.

In August 2026 the District received a letter from Greenskies Clean Energy LLC stating that an affiliate of Greenskies will take over the development, construction, ownership and operation of the project from ForeFront Power, together with a proposed Consent to Assignment of Project Documents and Acknowledgment for the District's signature.

DISCUSSION

The document Greenskies has asked the District to sign is titled a consent. It is broader than that. In addition to consenting to the assignment, it would add or change several substantive terms of the underlying agreement. The principal items are these.

It gives unconditional and irrevocable consent to an assignment to an entity the document calls the "GCE Owner," which is described only as an affiliate of Greenskies and is not named.

It has the District warrant that the Project Documents "have not been amended except as explicitly indicated in Exhibit A, and there are no other agreements or representations of any kind between Purchaser and Provider other than the Project Documents listed in Exhibit A." Exhibit A lists only the Special Conditions and the General Terms and Conditions. Neither Acknowledgment 1 nor Acknowledgment 2 is listed. As drafted, the District would be warranting something the District's own files show is not accurate.

It has the District warrant that "as of the date hereof, no liquidated damages or other such payments are due and owing under any Project Document." Section 2.2(b)(i) of the General Terms and Conditions entitles the District to delay liquidated damages of up to $22.50 per kW DC if the provider fails to commence construction by the Guaranteed Construction Start Date. Measured against the 524.61 kW DC nameplate stated in Schedule 1, which is the figure Section 2.2(b) points to, that is $11,803.73.

It waives the District's termination rights under Section 7.1 of the Special Conditions, which are the District's protection on Net Energy Metering 2.0 eligibility, leaving only a narrower right that requires the system to actually lose NEM 2.0 grandfathering because of the provider's failure to keep the interconnection application in good standing. This is the most consequential term in the document, because interconnection is the step the pricing depends on and the milestone the District's records do not show as reached.

It commits the District to provide water at each site "free of charge for the useful life of the System." No such obligation appears in the executed agreement.

It converts the sunlight provision from the executed Section 12 obligation to "take all reasonable actions as necessary" into a commitment to "100% Insolation" described as a material term, enforceable by specific performance "without the necessity of posting a bond and without the Purchaser's contesting that an adequate remedy at law exists." The canopies sit on airport property.

It adds three additional five-year extension terms. The executed agreement provides for one five-year renewal term. This would extend the possible life of the arrangement from twenty-five years to thirty-five.

It doubles the post-termination removal period from ninety days to one hundred eighty days.

It has the District agree to cooperate in reviewing, negotiating and executing a separate collateral assignment agreement in favor of the assignee's financing parties. That agreement is attached as Exhibit B, in blank form. Among other things it would have the District subordinate any interest it may have in the system to the financing party, agree that the system remains personal property even though affixed to District land, grant the financing party a license to enter the site and remove the system for up to one hundred eighty days after termination, waive trial by jury, and represent that there is no "easement, license, restrictive covenant, or other such real estate interest" that will adversely affect the company's ability to develop, construct, operate, maintain and decommission the system. It repeats the same two representations described above, that the project documents have not been amended and that no liquidated damages are due and owing. It is governed by New York law, where the consent itself is governed by California law. Its notice block names Clean Focus Yield LLC as the company, at the same North Haven, Connecticut address the consent gives for Greenskies Clean Energy LLC.

It re-certifies every representation the District made in 2022 as true again today.

The document is undated, carrying a blank date line for a 2025 date, and the signature block for the District is unfilled. It also describes the systems throughout as "to be built," which does not describe a project whose canopies are already standing. Staff notes this because the District is being asked to certify the accuracy of a document that does not appear to describe the current state of its own project.

FINANCIAL IMPACT

This item, as recommended, authorizes no expenditure and no agreement, and requires no appropriation.

For context, the effect of the May 22, 2025 acknowledgment on the twenty-year cost of the agreement is as follows. Figures are taken from Schedule 2 and Schedule 4 of the executed Special Conditions and from Sections 3 and 4 of Acknowledgment 2.

Original: 17,094,449 estimated kWh over twenty years at $0.1620 per kWh, or $2,769,300.74.

As amended: 15,888,883 estimated kWh over twenty years at $0.1978 per kWh, or $3,142,821.06.

The difference is an increase of $373,520.32 in expected payments for 1,205,566 fewer kWh of expected energy. The rate increase is 22.10 percent. Estimated first-year production falls 7.05 percent.

These are estimates of energy, not guaranteed volumes. Actual payments will follow actual metered production at the contract rate. No Commercial Operation Date has occurred and the District has paid nothing under the agreement to date. No District capital is involved in the project, and the District takes no ownership of the system unless it exercises the purchase option in Section 2.3 of the General Terms and Conditions.

The same acknowledgment also raised the cost of exit. The Early Termination Fee for year one, which the footnote to Schedule 3 marks "Includes Early Termination prior to the Commercial Operation Date," went from $5.09 to $6.23 per watt DC, an increase of 22.4 percent. At the 524.61 kW DC nameplate stated in Schedule 1, that is a move from roughly $2,670,000 to roughly $3,268,000. Those two figures are illustrations rather than quoted amounts, because Schedule 3 states the fee per watt DC and Acknowledgment 2 reports that the system size was updated after design completion without restating it.

SANTA MARIA AIRPORT
SMX

The point does not depend on the exact size. Unless a no-liability termination right applies, ending this agreement is expensive, and it became substantially more expensive in May 2025.

ANALYSIS

Four matters warrant the Board's attention before it acts on anything presented by Greenskies. Staff raises them as questions of contract administration and does not offer a legal conclusion on any of them. Each should be reviewed by District Counsel.

First, the NEM 2.0 deadline. The pricing in this agreement assumes Net Energy Metering 2.0. Exhibit C to the proposed consent is PG&E Schedule NEM2, and Special Condition 3(ii) of that schedule provides that customers seeking to interconnect on the NEM2 schedule "shall submit final building permit sign off and electrical clearing by the authority having jurisdiction by no later than three years from the NEM2 sunset date (before April 15, 2026)." That date passed four months before this meeting. The same schedule allows PG&E discretion to extend eligibility where the delay was caused by the utility. Greenskies confirms in the consent that the interconnection applications are in good standing, which is a different question from whether the permit sign-off deadline was met. The consequence of getting this wrong is not academic. The rate in this agreement was priced on NEM 2.0, Section 7.1 of the Special Conditions says so, and the consent asks the District to give up most of its remedy for a NEM 2.0 failure at the exact moment that failure is possible. The District should have the project's current NEM 2.0 status in writing before it signs anything that waives a NEM-related right.

Second, the schedule, and what Acknowledgment 2 did to it. Section 2.2(b) of the General Terms and Conditions gives the District two kinds of protection: remedies keyed to the Guaranteed Construction Start Date, and remedies keyed to the Guaranteed Commercial Operation Date.

The construction-side remedies are largely spent. Section 2.2(b)(ii) allowed the District to terminate "with no liability whatsoever, including, but not limited to the Early Termination Fee, if Provider fails to commence construction of the System by the date that is ninety (90) days after the Guaranteed Construction Start Date." Construction has been performed, so that right is not available. Section 2.2(b)(i) provides delay liquidated damages if construction did not commence by September 30, 2025, and the consent asks the District to warrant that no liquidated damages are owed under any Project Document.

The completion-side remedy is the larger concern, because Acknowledgment 2 appears to have removed it. Section 5.2 of the executed Special Conditions fixed the Guaranteed Commercial Operation Date at "270 days from Guaranteed Construction Start Date," which would have been June 27, 2026. Acknowledgment 2 replaced that with the later of two hundred seventy days from the construction start date or sixty days after the utility grants Permission to Operate. Nothing in the District's records shows that Permission to Operate has been granted. Under that formula the Guaranteed Commercial Operation Date cannot arrive until the provider obtains the very approval whose absence the deadline was meant to remedy, and the delay damages and termination right in Section 2.2(b)(iii) cannot ripen. The District traded a fixed completion deadline for one the provider controls, and it did so in the same instrument that raised the price 22.10 percent and raised the cost of walking away.

Third, the rate increase and the 4217.12 finding. Section 11 of the Special Conditions designates the General Manager to sign Schedule 8 acknowledgments, and Resolution No. 917 authorized the General Manager to execute the agreement and related documents, so the signature authority for both acknowledgments is on its face established. Two questions remain. Schedule 2 of the Special Conditions provides that if the aggregate rate increases exceed "the maximum total kWh Rate increase of $0.02883" the provider may terminate and remove the system, and that "In no event shall Purchaser be responsible for costs that exceed the stated kWh Rate increase." Acknowledgment 1 changed no rate, so the entire $0.02883 was available. The $0.0358 increase in Acknowledgment 2 is larger than that cap, and Section 6 of Acknowledgment 2 states that the increase "shall not be included in the maximum total increase to the kWh Rate set forth in Schedule 2." The Section 11 designation to the General Manager applies to acknowledgments that comply with Section 11, and Section 11.1 contemplates adjustments made pursuant to Schedule 2. Separately, Schedule 2 conditions any ITC-eligible increase on "changes in project scope," and the stated reason for this one is clarifying language changes in the Inflation Reduction Act and increased financing costs. Whether those are scope changes is a question counsel should answer. The Board should also understand what pressing the cap could produce, because the provision cuts both ways. The same paragraph of Schedule 2 provides that if the aggregate of such costs exceeds the maximum, "the Provider has the option to terminate this Agreement and to remove the System pursuant to Section 2.4 of the General Conditions," and Section 2.4 requires that removal be at the provider's expense. A determination that the cap governs could therefore end with the canopies being removed. In that event the District would lose the shade structures and the energy savings it expected, but it would not lose money it has paid, because it has paid none. The related question is the Government Code section 4217.12 finding in Resolution No. 917, which the Board made on 2022 data at $0.1620 per kWh. The contract rate is now 22.10 percent higher. Whether that finding needs to be revisited, and whether a further noticed hearing is required before the District agrees to anything else on this project, is a question for counsel.

Fourth, the consent document itself. The items listed in the Discussion section are not consequences of the assignment. They are new obligations and waivers presented alongside it. Two of the District's representations are of particular concern because they are made as statements of fact: that the Project Documents have not been amended other than as listed, and that no liquidated damages are due and owing. Both appear to be contradicted by documents in the District's own files. A public agency should not sign either sentence as written.

This report is based on the executed documents, which staff has reviewed in full: Resolution No. 917, the Special Conditions, the General Terms and Conditions, Acknowledgment 1, Acknowledgment 2, the proposed Consent, and its Exhibits A, B and C. The Energy Services Agreement and the PG&E tariff schedule are not reproduced in this packet because of their length, and are available for review in the office of the General Manager.

For that reason staff does not recommend that the Board act on the proposed consent at this meeting. Receiving the presentation, and directing staff and counsel to return with a complete recommendation, preserves every option the District currently has and forecloses none of them. Nothing in the record indicates the District is under a deadline to sign this document. There is, however, urgency in getting the answers. The Net Energy Metering question in particular does not improve with time, and the District should press for it now rather than learn the answer after it has signed a waiver.

RECOMMENDATION

It is recommended that the Board of Directors receive the presentation on the terminal parking lot solar project, take no action on the proposed Consent to Assignment of Project Documents and Acknowledgment at this meeting, and direct staff and District Counsel to negotiate with ForeFront Power and Greenskies Clean Energy LLC regarding the proposed consent and the matters identified in this report, and to return to the Board with a revised document or with a recommendation on the District's alternatives.

ATTACHMENTS

1. Letter from Greenskies Clean Energy LLC introducing the transaction

2. Proposed Consent to Assignment of Project Documents and Acknowledgment

3. Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination (Exhibit B to the proposed Consent)

4. Schedule 8 Acknowledgment 1, effective November 9, 2023
5. Schedule 8 Acknowledgment 2, effective May 22, 2025
6. Resolution No. 917, adopted September 22, 2022

Martin Phel
General Manager - Chief Administrative Officer, Santa Maria Public Airport District
3217 Terminal Dr.
Santa Maria, CA 93455

Dear Mr. Phel,

We're pleased to have this opportunity to work directly with you as the builder and owner of your solar project(s). As we step into this role, our team is committed to ensuring a smooth transition and delivering the highest level of service, reliability, and performance throughout the life of your system.

Greenskies is a leading U.S. developer of commercial- and industrial-scale solar energy systems with a national footprint and a proven track record of success. Since our founding in 2009, we've developed and constructed more than 340 megawatts of solar capacity across over 640 installations in 19 states, including many projects for municipal and public-sector customers. Our projects with them represent over 80 megawatts across more than 240 installations.

In California, our recent work includes the successful development and installation of 25 megawatts statewide. Our team has the experience and capacity to take on large, multi-site portfolios efficiently and reliably.

As a fully integrated solar platform, Greenskies manages the entire project lifecycle in-house, including design, engineering, financing, construction, and long-term operations and maintenance. This structure enables us to deliver consistent, high-performing solar assets with a single point of accountability, ensuring transparency and continuity throughout the process.

Greenskies is owned by a group of respected infrastructure investors: JLC Infrastructure, Allstate Investments, and Hull Street Energy. Together, our ownership group brings robust financial backing, long-term stability, and a shared commitment to clean energy and community impact. The company has over 140MW under ownership.

Now, with immediate capacity, our team is fully prepared to assume control of your projects. We understand your concerns regarding NEM and the project schedule. Please rest assured that we are fully committed to delivering your projects on time and meeting all necessary deadlines. Our team is actively working to ensure a smooth and timely completion, closely coordinating with ForeFront Power to streamline efforts and keep everything on track. We will continue to provide updates and maintain transparency throughout the process.

To facilitate this transition, we'd like to introduce your dedicated Greenskies team, who will be joining upcoming joint meetings:

- Mike Galvez, Director of Project Delivery - mike.galvez@greenskies.com
- Erik Rimpley – Project Engineer - erik.rimpley@greenskies.com
- Karen Hernandez, Project Finance Associate – karen.hernandez@greenskies.com

127 Washington Ave., West Bldg., Lower Level, North Haven, CT 06473
(860) 398-5408 • greenskies.com

We look forward to presenting a more detailed overview of our experience and approach. Thank you for the opportunity to serve your community's renewable energy goals. We're excited to partner with you to deliver clean, cost-effective solar energy for years to come.

Sincerely,

Eric Zenner
COO
eric.zenner@greenskies.com
(860) 398-5408

CONSENT TO ASSIGNMENT OF
PROJECT DOCUMENTS AND ACKNOWLEDGMENT

This Consent to Assignment of Project Documents and Acknowledgment, dated as of _____________, 2025 (this "Consent"), is made by Santa Maria Public Airport District, a public agency ("Purchaser") and Greenskies Clean Energy LLC, a Delaware limited liability company ("GCE") in connection with those certain power systems:

(a) to be built as noted in **Exhibit A** to this Consent (the "Systems");
(b) to be located at the sites identified and described in **Exhibit A** to this Consent (the "Sites"); and
(c) the associated agreements and documents associated with such Systems and Sites including without limitation those identified in **Exhibit A** to this Consent (collectively such agreements and documents, the "Project Documents").

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Project Documents.

1. Consent to Assignment and Change of Control.

a. An affiliate of GCE (the "GCE Owner") will take over the development, design, procurement, construction, operation, maintenance and ownership of the Systems at the Sites by means of a purchase of all the rights, contracts and other assets related to such Systems (collectively, the "Transaction") and GCE wishes that the Purchaser hereby gives its unconditional and irrevocable consent to the Transaction (the "Confirmation") for the benefit of GCE and the GCE Owner and all of the their successors and assigns including their financing parties and future assignees. Effective as of the date of this Consent, the Purchaser hereby gives the Confirmation to GCE for the benefit of GCE and the GCE Owner and their successors and assigns including to the assignment of all of the Project Documents (the "Assignment") to the GCE Owner. Purchaser acknowledges that upon Assignment, GCE Owner shall have all the rights of "Provider" under each Project Document, including to perform and enforce the respective obligations thereunder. Purchaser's Confirmation and consent to the Assignment waives any termination, acceleration, damages or similar rights that would otherwise result under any Project Document as a result of the Assignment or Transaction.

b. Any provision for notices under any Project Document is hereby revised so that the Purchaser give notices as follows:

Greenskies Clean Energy LLC
127 Washington Avenue
West Bldg, Garden Level
North Haven, CT 06473
Attn: General Counsel

2. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Provider, Assignee and GCE as follows:

a. Purchaser is duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to execute and deliver, and to perform its obligations under, the Project Documents and this Consent;

b. the execution, delivery and performance by Purchaser of this Consent have been duly authorized by all necessary action and, as of the date hereof, do not require any further consents or approvals that have not been obtained;

c. the execution, delivery and performance by Purchaser of this Consent will not (i) violate any provision of any law, regulation, order, judgment, injunction or similar matters applicable to it; or (ii) conflict with, result in a breach of or violate any of the terms, conditions or provisions of Purchaser's formation, constituent or governing documents;

d. all representations made by Purchaser in the Project Documents were true and correct as of the date the same were made and as of the date hereof;

e. this Consent and the Project Documents are legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general;

f. the Project Documents are in full force and effect and have not been amended except as explicitly indicated in **Exhibit A**, and there are no other agreements or representations of any kind between Purchaser and Provider other than the Project Documents listed in **Exhibit A**; and

g. as of the date hereof, no liquidated damages or other such payments are due and owing under any Project Document.

3. Acknowledgment and Confirmation. Purchaser confirms with respect to the Project Documents, Sites and the Systems as follows.

a. Purchaser confirms each Site has a water source on site which Provider may use free of charge for the useful life of the System in question with such quantities of water available at all times when and as would be needed by a system similar to the System for its installation, operation and maintenance (all as dictated by prudent industry practices for similar systems in the county of the Site).

b. Purchaser has granted Provider sunlight access pursuant to Section 12 of the Special Conditions (defined in **Exhibit A**). In connection therewith, Purchaser acknowledges that unobstructed access to sunlight ("100% Insolation") is essential to Provider's performance of its obligations and a material term of the Project Documents for each System. Purchaser agrees not to cause and, where possible, not permit any interference with each System's 100% Insolation. If Purchaser becomes aware of any activity or condition that could diminish the 100% Insolation of any System, Purchaser shall notify the GCE Owner promptly in writing and shall cooperate with the GCE Owner to retain 100% Insolation. The GCE Owner may seek specific enforcement of this provision against Purchaser without the necessity of posting a bond and without the Purchaser's contesting that an adequate remedy at law exists for the GCE

Owner.

c. In addition to the ninety (90) days granted pursuant to Section 2.4 of the General Terms and Conditions (defined in **Exhibit A**), Purchaser hereby grants an additional ninety (90) days to GCE Owner for removal of each System and restoration of the Premises such that Provider is required to remove, at Provider's expense, all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than one hundred and eighty (180) days after the Termination Date.

d. Purchaser understands that as is customary for systems similar to each System, the GCE Owner intends to enter into financing and/or sale/leaseback arrangements with respect to each System and the providers of such financing will request that the Purchaser execute an agreement with them which may be of form and substance as set forth in **Exhibit B** hereto. Pursuant to Section 13.1 of the Project Documents, Purchaser agrees to provide such standard and customary estoppels as Provider may request, therefore Purchaser will cooperate in good faith with the GCE Owner in reviewing, negotiating and executing such agreement when requested by the GCE Owner (but with such variations as are appropriate to account for any specific circumstances involving the System that are extraordinary to systems similar to the System).

e. Prior to the end of the term of the Project Documents (the "Initial Term") or of any applicable Additional Term (as defined below) either party thereto may give the other party thereto written notice of its desire to extend the Project Documents on the terms and conditions set forth therein for three additional periods of five (5) years each (each such additional period, an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall not be deemed an acceptance of the offer for an Additional Term. Such acceptance shall only be binding and effective upon express written notification of same. The Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current Additional Term on the same terms and conditions as set forth in the Project Documents as in effect immediately prior to the extension in question with the exception of the pricing thereof, which the parties shall negotiate in good faith. If the party receiving the request for an Additional Term rejects or is deemed to reject the other party's offer, the Project Documents shall terminate in accordance with their terms at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

f. Pursuant to Section 7.1 of the Special Conditions, Provider hereby confirms as of the date hereof, that the interconnection application(s) for each System are currently in good standing such that each System is eligible for NEM 2.0 grandfathering. Purchaser acknowledges that the Local Electric Utility's Schedule NEM-ST: Net Energy Metering Successor Tariff (the relevant sections attached hereto as **Exhibit C**) confirms that customers receiving service pursuant to such schedule are eligible to continue receiving service under such schedule for a period of 20 years from the date of such generating facility's interconnection to the Local Electric Utility's grid. Therefore, Purchaser hereby confirms that its termination rights set forth in Section 7.1 of the Special Conditions are waived unless the applicable System loses its NEM 2.0 grandfathering status due to Provider's failure to keep the relevant interconnection application in good standing prior to the Commercial Operation Date.

4. General.

a. This Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by facsimile or e-mail (including "pdf" format) or other electronic means shall be effective as delivery of an original executed counterpart of this Consent.

b. In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

c. This Consent shall be binding upon and benefit the successors and assigns of Purchaser and GCE and their respective successors, transferees and assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Purchaser and GCE.

d. Except as expressly modified by this Consent, all other terms and provisions of the Project Documents are and remain in full force and effect. This Consent shall be governed by and construed in accordance with the laws of the State of California.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized have duly executed this Consent as of the date first set forth above.

PURCHASER:

By: ______________________________________
Name:___________________________________
Title:____________________________________

GCE:

By: ______________________________________
Name:___________________________________
Title:____________________________________

Exhibit A

See Attached:

Project Documents

Energy Services Agreement – Solar dated September 29, 2022 for the Santa Maria Airport District – Main Terminal project located at 349 Terminal Dr., Santa Maria, CA 93455.

(the "Special Conditions")

General Terms and Conditions of Energy Services Agreement dated September 22, 2022 ("General Terms and Conditions").

Exhibit B

See Attached:

"Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination"

Exhibit C

See Attached:

PG&E Schedule NEM-ST: Net Energy Metering Successor Tariff

Form of Consent

CONSENT TO COLLATERAL ASSIGNMENT OF SOLAR PROJECT DOCUMENTS AND EQUIPMENT SUBORDINATION

This Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination, dated as of ______________, 202_ (this "Consent"), is made by ________________________________ ("Host"), and ______________________________ ("Company"), and is provided for the benefit of _______________("Construction Lender") and _______________________("SLB Lessor"), in connection with those certain solar project documents including that certain consent to assignment to the Company ("Solar Project Documents") identified in **Schedule A** to this Consent, and relates to the solar photovoltaic systems ("Systems") located at the sites ("Sites") identified and described in **Schedule B** to this Consent.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Solar Project Documents. The term "Financing Party," as used in this Consent, shall refer to Construction Lender prior to the Sale Leaseback Transaction (as such term is defined herein) for a specific System, and to SLB Lessor on or after the Sale Leaseback Transaction for the specific System.

1. Acknowledgment and Consent.

a. Host acknowledges that Company is entering into a construction financing agreement with Construction Lender to finance the building of one or more Systems ("Construction Financing") and will enter into one or more sale-leaseback transactions (each a "Sale Leaseback Transaction", collectively the "Sale Leaseback Transactions") with ___________, whereby Company will sell its rights, interests and obligations in and to the Systems to ___________, and in connection therewith __________ will lease the Systems to Company (collectively, the "Transactions").

b. Host acknowledges that, as a part of the Transactions, Company shall assign the Solar Project Documents to [_____], or a sister entity thereto, not long after the date hereof, and may subsequently further assign the Solar Project Documents to another sister entity in connection with the Transactions (collectively the "Provider Assignees").

c. In order to secure its obligations under the Transactions, Company (i) is collaterally assigning and granting to Construction Lender a first-priority security interest in all of Company's right, title and interest in, to and under the Solar Project Documents including, without limitation, all of Company's rights to receive payments under or with respect to the Solar Project Documents, in connection with the Construction Financing, and (ii) in connection with the Sale Leaseback Transactions (A) will convey the Systems to SLB Lessor, (B) will collaterally assign and grant to SLB Lessor a first-priority security interest in all of Company's right, title and interest in, to and under the Solar Project Documents (to the extent the security interest of Construction Lender is released) including, without limitation, all of Company's rights to receive payments under or with respect to the Solar Project Documents, (C) is assigning and granting a non-exclusive license to the access rights set forth in the Solar Project Documents, and

(D) acknowledging and agreeing that the Financing Party shall not be bound by the terms of the Solar Project Documents unless and until Financing Party becomes a party to such Solar Project Documents.

d. To the extent consent is not already granted in the Solar Project Documents, Host consents to the transactions set forth in subparts (a) through (c) above.

2. Financing Party's Rights. Notwithstanding any contrary term in the Solar Project Documents:

a. Financing Party shall be entitled to exercise any and all rights of secured parties generally with respect to the Solar Project Documents.

b. Host agrees that Host will provide to Financing Party notice of any default by Company and other material notices under the Solar Project Documents and will permit Financing Party the same cure periods as are available to Company under the Solar Project Documents, provided that Financing Party shall have an additional ninety (90) days to cure any default Company did not cure within the cure period permitted, so long as Financing Party is diligently proceeding to cause a cure; and further provided that any period to cause a cure shall be tolled if Financing Party is prohibited from curing any default due to bankruptcy of Company or by any other process, stay or injunction issued by any court or governmental authority.

c. If, in connection with the exercise of any of its rights and remedies, Financing Party elects to exercise step-in rights under the Solar Project Documents, Financing Party shall use commercially reasonable efforts to ensure that the System remains under the care of a Qualified Operator. A "Qualified Operator" is a business organization which has the skillset and experience to operate and service the System in accordance with the terms of the Solar Project Documents.

d. If Financing Party transfers Company's interests in the Solar Project Documents to a third party (an "Assignee"), so long as the Assignee is also a Qualified Operator, (i) Host shall recognize the respective Assignee as the counterparty under the Solar Project Documents; (ii) Host shall continue to perform its obligations under the Solar Project Documents in favor of such Assignee; and (iii) Financing Party shall be released from any further liability thereunder (other than those obligations arising prior to the date of such assignment or those obligations that are not assumed).

3. Representations and Warranties of Host. Host hereby represents and warrants to Financing Party as follows:

a. Host is duly organized, validly existing and in good standing under the laws of the ________________ and has all requisite power and authority to execute and deliver, and to perform its obligations under, the Solar Project Documents and this Consent;

b. the execution, delivery and performance by Host of this Consent have been duly authorized by all necessary action and, as of the date hereof, do not require any further consents or approvals that have not been obtained;

c. the execution, delivery and performance by Host of this Consent will not (i) violate any provision of any law, regulation, order, judgment, injunction or similar matters applicable to it; or (ii) conflict with, result in a breach of or violate any of the terms, conditions or provisions of Host's formation, constituent or governing documents;

d. this Consent and the Solar Project Documents are legal, valid and binding obligations of Host enforceable against Host in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general;

e. as of the date hereof, Host has no knowledge of a Force Majeure event having occurred under the Solar Project Documents; and

f. as of the date hereof, Host has not taken any official action or entered into any approval to exercise any purchase option available to Host in connection with the Systems.

Representations and Warranties of Company. Company hereby represents and warrants to Financing Party and Host that the Company has the full power, authority and legal right to execute, deliver and perform its obligations under this Consent and the Solar Project Documents. This Consent has been duly executed and delivered by Company, and this Consent and the Solar Project Documents are legal, valid and binding obligations of Company enforceable against Company in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general.

4. Confirmation and Agreement. Host confirms the following matters for the benefit of Financing Party with respect to the Solar Project Documents and the Systems.

a. To Host's knowledge, there exists no default or event or condition that would, with the giving of notice or lapse of time, constitute a default under the Solar Project Documents, and each of Company and Host has fulfilled all of its respective obligations under the Solar Project Documents to the extent such obligations are required to be performed as of the date hereof.

b. Host owns the Sites where the Systems have been or will be installed. Host acknowledges and agrees that the Site specifications in **Schedule B** are correct. [If Host is a Lessee and not a Site Owner: Host confirms that it has a leasehold interest in the Sites, pursuant to that [Site Control Document] with [Landlord] and such leasehold interest is sufficient for Host to fulfill its obligations under the Solar Project Documents. Host further confirms that it has entered into a non-disturbance agreement with [Landlord] wherein [Landlord] (i) disclaims all ownership in the Equipment, (ii) agrees that, provided Company is not in default, Company's right to undisturbed possession of the Site shall not be infringed for the term of the Solar Project Documents, and (iii) both Construction Lender and SLB Lessor are each a third-party beneficiary of such non-disturbance agreement].

c. The interest of Financing Party in the Systems shall at all times be superior to any interest Host may now or hereafter have in the System, and Host hereby subordinates any lien, encumbrance or interest heretofore or hereafter created that Host may have in the System, whether such lien, encumbrance or interest is statutory or by agreement, to the title, lien, encumbrance or interest of Financing Party, regardless of the timing or order of creation or any perfection, and whether or not any System (or any part thereof) is deemed a fixture on the Sites. Host agrees that the Systems are, and shall at all times remain, personal property notwithstanding that it may be installed on or affixed to the Sites.

d. Without limitation of the foregoing, Host grants to Financing Party and its agents, employees and contractors a license to enter upon the Sites and remove the Systems for up to one hundred eighty (180) days after notice to Financing Party of the termination or expiration of the Solar Project Documents, with such one hundred eighty (180) day period being tolled for any period of time during which Financing Party is stayed from removing the Systems by a proceeding in bankruptcy with respect to Company.

e. Host agrees not to hinder such exercise of remedies under the Solar Project Documents or this Consent. If Financing Party elects to remove the System Financing Party shall perform such removal in accordance with the terms of the Solar Project Documents, provided that Financing Party shall have no obligations to remove substructures installed in order to support the System.

f. The Solar Project Documents are in full force and effect and have not been amended except as explicitly indicated in **Schedule A**, and there are no other agreements or representations of any kind between Host and Company other than the Solar Project Documents listed in **Schedule A**.

g. Host will use commercially reasonable efforts to place its direct successors, assigns and lien holders on notice of the ownership of the Systems by Financing Party, the existence of Financing Party's security interest in the Solar Project Documents, and the fact that the Systems are not part of the Sites or fixtures thereof, as necessary and appropriate to avoid confusion or adverse claims.

h. Host acknowledges that, under the Transaction, Company is not permitted to agree to an amendment or assignment of the Solar Project Documents without the prior written consent of Financing Party, which shall not be unreasonably withheld, conditioned, or delayed.

i. Host will use commercially reasonable efforts to deliver to Financing Party, concurrently with delivery to Company, duplicates or copies of all requests, demands or notices of, or with respect to, default, suspension or termination, or any claim or force majeure event or exercise of any purchase option, delivered by Host to Company under or pursuant to the Solar Project Documents. Notwithstanding the previous sentence, Host shall not be liable for failure to deliver notices under this Section 5(i).

j. There is no mortgage, financing statement, fixture filing, lien, or other encumbrance (a "Lien") attached to any of the Sites described in the Solar Project Documents. Notwithstanding the foregoing, if Company or Financing Party discovers a Lien on one or more of the Sites that could reasonably be construed as prospectively attaching to one or more

Systems, Host will secure, or otherwise cooperate with Company and Financing Party to secure, any non-disturbance agreement, lien waiver, disclaimer, or other documentation ("Waiver Documentation") determined by Financing Party as necessary and appropriate to avoid confusion or adverse claims.

k. There is no easement, license, restrictive covenant, or other such real estate interest ("Site Interest"), whether possessory or non-possessory, that will adversely affect Company's ability to develop, construct, operate, maintain, and decommission any of Systems in accordance with the Solar Project Documents. Notwithstanding the foregoing, if Company or Financing Party discovers a Site Interest on one or more of the Sites that could reasonably be construed as prospectively adversely affecting Company's ability to comply with the Solar Project Documents, Host will secure or otherwise cooperate with Company and Financing Party to secure any Waiver Documentation determined by Financing Party as necessary and appropriate to permit full compliance with the Solar Project Documents.

l. [Appropriation Language, if applicable] Host confirms that it intends to fulfill its obligations under the Solar Project Documents, including ensuring that sufficient monies are appropriated in accordance with applicable law.

m. Host and Company confirm as of the date hereof, no liquidated damages or other such payments are due and owing.

5. General.

a. Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing, and any such communication or notice shall become effective (i) upon personal delivery thereof, including, without limitation, by overnight mail or courier service; (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof; or (iii) in the case of notice by email or facsimile, upon confirmation of receipt thereof in writing by the intended recipient, and provided such email or facsimile transmission is promptly further confirmed by any of the methods set forth in clauses (i) or (ii) above, in each case addressed to each party hereto at its address set forth below or, in the case of any such party hereto, at such other address as such party may from time to time designate by written notice to the other parties hereto:

If to Host:

If to Financing Party:
Construction Lender
Attn:

SLB Lessor

If to Company:

Clean Focus Yield LLC
127 Washington Avenue
West Bldg, Garden Level
North Haven, CT 06473
Attn: Stanley Chin and General Counsel

b. This Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by facsimile or e-mail (including "pdf" format) or other electronic means shall be effective as delivery of an original executed counterpart of this Consent.

c. In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

d. This Consent shall be binding upon and benefit the successors and assigns of Host, Company and their respective successors, transferees and assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Host and Company and consented to by Financing Party.

e. Except as expressly modified by this Consent, all other terms and provisions of the Solar Project Documents are and remain in full force and effect. This Consent shall be governed by and construed in accordance with the laws of the State of New York.

f. Each Power Purchase Agreement listed in Exhibit A constitutes a service contract and not a lease of property pursuant to Section 7701(e)(1) of the Internal Revenue Code, in accordance with Section 7701(e)(3) of the Internal Revenue Code.

g. Host will from time to time, upon the written request of Financing Party, execute and deliver such further documents and do such other acts and things as Financing Party may reasonably request in order to effectuate more fully the purposes of this Consent.

h. To the extent not prohibited by applicable law, the parties hereto hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent.

i. This Consent is the entire agreement pertaining to the matters discussed herein and shall supersede all oral and written representations and negotiations and prior agreements, if any, related to the subject matter hereof.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized have duly executed this Consent as of the date first set forth above.

[COMPANY]

By: ______________________________________
Name: ______________________________________
Title: ______________________________________

[HOST]

By: ______________________________________
Name: ______________________________________
Title: ______________________________________

Accepted: [Financing Party] ______________

By: ______________________________________
Name: ___________________________________
Title: ____________________________________

By: ______________________________________
Name: ___________________________________
Title: ____________________________________

Schedule A

Power Purchase Agreements ("PPAs")

Site Control Agreements

Schedule B
Sites and Specifications

To be provided

Santa Maria Airport District – Main Terminal

Upgrades, Scope and/or Schedule Change Acknowledgment 1: Change of Guaranteed Construction Start Date

This Acknowledgment is made in accordance with Section 10 of the Special Conditions, as defined in that Energy Service Agreement – Solar, between Santa Maria Public Airport District, a public agency ("Purchaser") and FFP BTM Solar, LLC, a Delaware limited liability company ("Provider"), dated September 22nd, 2022 (the "Agreement"). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of November 9th, 2023 (the "Acknowledgment Effective Date").

1. Type of Change:

   - ☐ Distribution Upgrades
   - ☐ Scope Changes (ITC Eligible)
   - ☐ Scope Changes (Non-ITC Eligible)
   - ☐ Day for Day Extension
   - ☒ Extension for Good Cause

2. Description of Change:

   - Guaranteed Construction Start Date change due to long electrical equipment lead times and design review/permitting timelines.

3. Updated Guaranteed Construction Start Date and Guaranteed Commercial Operation Date:

   - Section 5.1 of the Special Conditions is hereby amended by deleting "450 days from the Effective Date" and replacing it with "670 days from the Effective Date".

   - The Guaranteed Commercial Operation Date is 270 days from the Guaranteed Construction Start Date.

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

SANTA MARIA AIRPORT DISTRICT	FFP BTM Solar, LLC
By: [signature]	By: [signature]
Name: MARTIN PEHL	Name: Yumitake Furukawa
Title: GENERAL MANAGER	Title: Vice President

Santa Maria Airport District – Main Terminal

Scope and/or Schedule Change Acknowledgment 2:

This Acknowledgment is made in accordance with Section 11 of the Special Conditions, as defined in that Energy Service Agreement – Solar, between Santa Maria Public Airport District, a public agency ("Purchaser") and FFP BTM Solar, LLC, a Delaware limited liability company ("Provider"), dated September 29th, 2022 (the "Agreement"). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of May 22nd, 2025 (the "Acknowledgment Effective Date").

1. Type of Change:

   - ☐ Distribution Upgrades
   - ☒ Scope Changes (ITC Eligible)
   - ☐ Scope Changes (Non-ITC Eligible)
   - ☐ Day for Day Extension
   - ☒ Extension for Good Cause

2. Description of Change:

   i. Scope Changes (ITC Eligible) – Cost increases
      - kWh Rate and Early Termination Fee updates due to cost increases driven by clarifying language changes in the Inflation Reduction Act, and increased financing costs.

Description	Current PPA Rate	Total PPA Increase	New PPA Rate
Scope Change – ITC Eligible Cost Increases	$0.1620	$0.0358	$0.1978

   ii Early Termination Fee.
   The kWh Rate and the Early Termination Values (due to the kWh Rate being updated) set forth in Schedule 2 of the Special Conditions shall be updated per Section 3 below.

   iii Estimated Production Table.
   The Estimated Production Table has changed due to updated system size after design completion.

   iv Guaranteed Construction Start Date.
   The Guaranteed Construction Start Date should change due to long electrical equipment lead times and design review/permitting timelines.

3. Updated kWh Rate and Early Termination Fee:

PPA Rate Table

Term Year	$/kWh Rate ($/kWh)	Term Year	$/kWh Rate ($/kWh)
1	$0.1978	11	$0.1978
2	$0.1978	12	$0.1978

3	$0.1978	13	$0.1978
4	$0.1978	14	$0.1978
5	$0.1978	15	$0.1978
6	$0.1978	16	$0.1978
7	$0.1978	17	$0.1978
8	$0.1978	18	$0.1978
9	$0.1978	19	$0.1978
10	$0.1978	20	$0.1978

Early Termination Fee

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does not take Title to the System ($/Wdc including costs of removal)	Purchase Date Occurs on the 91st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System ($/Wdc, does not include costs of removal)
1*	$6.23		--
2	$5.55		--
3	$4.97		--
4	$4.45		--
5	$3.96		--
6	$3.94	5th Anniversary	$3.44
7	$3.93	6th Anniversary	$3.43
8	$3.92	7th Anniversary	$3.42
9	$3.91	8th Anniversary	$3.41
10	$3.89	9th Anniversary	$3.39
11	$3.88	10th Anniversary	$3.38
12	$3.87	11th Anniversary	$3.37
13	$3.86	12th Anniversary	$3.36
14	$3.84	13th Anniversary	$3.34
15	$3.83	14th Anniversary	$3.33
16	$3.82	15th Anniversary	$3.32
17	$3.81	16th Anniversary	$3.31
18	$3.79	17th Anniversary	$3.29
19	$3.78	18th Anniversary	$3.28
20	$3.79	19th Anniversary	$3.29

4. Updated Estimated Annual Production:

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh))
1	832,842	11	792,125
2	828,678	12	788,164
3	824,535	13	784,223
4	820,412	14	780,302
5	816,310	15	776,400

6	812,228	16	772,518
7	808,167	17	768,656
8	804,126	18	764,813
9	800,106	19	760,989
10	796,105	20	757,184

5. Updated Guaranteed Construction Start Date and Guaranteed Commercial Operation Date:

The Parties hereby agree that the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date as defined in the Agreement are updated as follows:

- Guaranteed Construction Start Date: September 30th, 2025

- The Guaranteed Commercial Operation Date: (i) 60 days from the date on which the Local Electric Utility authorizes the Provider the Permission to Operate; or (ii) 270 days from the Guaranteed Construction Start Date. Whichever occurs later.

6. For the avoidance of doubt, the change in kWh Rate referenced in this Acknowledgement shall not be included in the maximum total increase to the kWh Rate set forth in Schedule 2 of the Special Conditions.

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

SANTA MARIA AIRPORT DISTRICT

By: [signature]

Name: MARTIN PEHL

Title: GENERAL MANAGER

FFP BTM Solar, LLC

By: [signature]

Name: Ruben Fontes

Title: President

RESOLUTION NO. 917

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT MAKING FINDINGS ON ENERGY SAVINGS AND DETERMINING OTHER MATTERS IN CONNECTION WITH ENERGY SERVICE AGREEMENTS

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, Santa Maria Public Airport District ("District") desires to reduce the rising costs of meeting the energy needs at its facilities; and

WHEREAS, the District proposes to enter into power purchase agreements ("Power Purchase Agreements") and related contract documents with FFP BTM SOLAR, LLC ("Supplier") for facilities at the District's real property sites, pursuant to which Power Purchase Agreements Supplier will design, construct, and install on District property solar photovoltaic facilities and arrange with the local utility for interconnection of the facilities, which will generate energy for the sites on which such facilities are located;

WHEREAS, Supplier has provided the District with analysis showing the financial and other benefits of entering into the Power Purchase Agreements, which analysis is attached hereto as Exhibit A and made part hereof by this reference; and

WHEREAS, Exhibit A includes data showing that the anticipated cost to the District for the electrical energy provided by the solar photovoltaic facilities will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of such measures; and

WHEREAS, Supplier was the selected vendor for School Project for Utility Rate Reduction's ("SPURR") Renewable Energy Aggregated Procurement ("REAP") Program, a competitive statewide solar request for proposals ("RFP") process, and the District adopts the REAP Program's competitive process as its own.

WHEREAS, the District proposes to enter into the Power Purchase Agreements and related contract documents, each in substantially the form presented at this meeting, subject to such changes, insertions or omissions as the General Manager reasonably deems necessary following the Board's adoption of this Resolution; and

WHEREAS, pursuant to Government Code section 4217.12, this Board held a public hearing, public notice of which was given two weeks in advance, to receive public comment; and

WHEREAS, the Power Purchase Agreements are in the best interests of the District; and

WHEREAS, the District's proposed approval of the Power Purchase Agreements is a "Project" for purposes of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 ("State CEQA Guidelines"), exempt certain projects from further CEQA evaluation, including the following: (1) projects consisting of the new construction or conversion of small structures ("Class 3 Exemption"; Cal. Code Regs., tit. 14, § 15303); (2) projects consisting of the construction or placement of minor accessory structures to existing facilities ("Class 11 Exemption"; Cal. Code Regs., tit. 14, § 15311); and the Project is categorically exempt under one or more of such exemptions; and

WHEREAS, the Project does not involve any of the following and so is eligible for a categorical exemption as described above under State CEQA Guidelines section 15300.2:

(a) the cumulative impact of successive projects of the same type in the same place, which over time are significant;

(b) an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;

(c) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;

(d) a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and

(e) a project which may cause a substantial adverse change in the significance of a historical resource; and

WHEREAS, Public Resources Code, section 21080.35 (added by Stats.2011, c. 469 (S.B.226), § 3), statutorily exempts from CEQA evaluation the installation of a solar energy system, including associated equipment, on the roof of an existing building or at an existing parking lot; and

* * * * * * * * * * * * * *

NOW, THEREFORE, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The terms of the Power Purchase Agreements and related agreements are in the best interests of the District.

2. In accordance with Government Code section 4217.12, and based on data provided by Exhibit A, the Board finds that the anticipated cost to the District for electrical energy provided by the Power Purchase Agreements will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of the Power Purchase Agreements.

3. The Board hereby approves the Power Purchase Agreements in accordance with Government Code section 4217.12.

4. The District's General Manager is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Power Purchase Agreements as he/she reasonably deems necessary, and thereafter to execute and deliver the Power Purchase Agreements following the Board's adoption of this Resolution. The District's General Manager is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and said agreements.

5. The Project hereby found to be exempt from the requirements of CEQA pursuant to the Class 3, Class 11 Exemptions, as described above.

6. The Project is hereby found to be exempt from the requirements of CEQA pursuant to Public Resources Code, section 21080.35 (added by Stats.2011, c. 469 (S.B.226), § 3), as described above.

7. District staff are hereby authorized to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the State CEQA Guidelines, and the findings set forth in this resolution.

The foregoing Resolution was adopted at a meeting of the Board of Directors of the Santa Maria Public Airport District on September 22, 2022, by the following vote:

AYES: Engel, Rafferty, Adams and Baskett

NOES:

ABSTAIN:

ABSENT: Brown

Approved as to consent for District:

Chris Hastert, General Manager

SANTA MARIA PUBLIC AIRPORT DISTRICT:

By: ______________________

Carl Engel, President

Approved as to form for District:

____

District Counsel

By: Hugh Rafferty

Hugh Rafferty, Secretary

Project Cashflows: Santa Maria Airport District Solar PPA

Rate Scenario	**NEM 2.0**
Solutions	**Solar Only**
Project	**Airport NEMA**
Year 1 Savings	**$28,008**
Cumulative Savings	**$1,947,107**
Cumulative NPV Savings	**$1,108,813**
Payback Period	**Immediate**
Solar System Size (KW)	**525**
Storage System Size (KW)	**0**

Financial Assumptions

Parameter	***Value***
PPA Rate Escalator (%/yr)	0.0%
Utility Energy Escalator (%/yr)	2.7%
Utility Demand Escalator (%/yr)	5.0%
PPA Term (Years)	20
Discount Rate (%)	5.0%
Solar Degradation Rate (%)	0.50%

Year	Historic Utility Bill (without solar)	PPA + Storage Payment	New Utility Bill (with solar)	Total Electricity Costs (PPA + Utility)	Net Savings	Cumulative Savings
1	222,851	145,139	49,704	194,843	28,008	28,008
2	229,900	144,413	51,411	195,824	34,076	62,084
3	237,191	143,691	53,183	196,874	40,317	102,401
4	244,732	142,973	55,021	197,994	46,739	149,140
5	252,534	142,258	56,929	199,187	53,348	202,487
6	260,607	141,546	58,910	200,457	60,151	262,638
7	268,960	140,839	60,967	201,805	67,155	329,792
8	277,605	140,134	63,102	203,237	74,368	404,161
9	286,552	139,434	65,320	204,754	81,799	485,960
10	295,814	138,737	67,623	206,359	89,454	575,414
11	305,401	138,043	70,015	208,058	97,343	672,757
12	315,328	137,353	72,500	209,853	105,475	778,232
13	325,607	136,666	75,082	211,748	113,858	892,091
14	336,251	135,983	77,765	213,748	122,503	1,014,594
15	347,275	135,303	80,553	215,856	131,419	1,146,013
16	358,695	134,626	83,451	218,077	140,617	1,286,631
17	370,525	133,953	86,463	220,416	150,108	1,436,739
18	382,781	133,283	89,595	222,878	159,903	1,596,642
19	395,481	132,617	92,851	225,468	170,013	1,766,655
20	408,642	131,954	96,237	228,190	180,452	1,947,107
Total	**$6,122,733**		**$1,406,683**	**$4,175,626**	**$1,947,107**	**$1,947,107**

TO:
President and Members of the Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

FROM:
Mike Flores
Manager of Finance and Administration

MEETING:
August 27, 2026

ITEM

Consideration of filling the Director Area 2 vacancy on the Board of Directors by appointment or by calling an election (Government Code section 1780).

BACKGROUND

The Director Area 2 seat on the Board of Directors became vacant upon the resignation of Director Marvin Rodriguez, effective July 10, 2026. The Board of Directors was notified of the vacancy on July 29, 2026.

Notice of the vacancy was given as follows. On July 30, 2026 staff transmitted notice of the vacancy to the Santa Barbara County Clerk-Recorder and Elections Division pursuant to Government Code section 1780(b), with a copy to District Counsel. The Notice of Vacancy was posted July 31, 2026 and published on the District's website on August 3, 2026. Letters of interest were accepted through 5:00 p.m. on Monday, August 24, 2026. Because the application period closes the same day this agenda is posted, any letters of interest received will be distributed to the Board as a supplement to this report, and staff will verify the stated residence of each applicant against the District's director area map.

A note on terminology. The District's adopted boundary documents, including Resolution No. 910, refer to these areas as Director Areas. The posted notices were issued using the term "Division 2." Both refer to the same seat.

DISCUSSION

The posture of this seat should be stated on the record. Director Rodriguez's term was expiring in 2026 regardless of his resignation, and on June 25, 2026 the Board adopted Resolution No. 969 calling the District's General District Election for November 3, 2026 and requesting consolidation with the statewide General Election. The Director Area 2 seat is one of the two seats on that ballot, in the ordinary course, for a full new four-year term. An appointee would therefore serve only the interim period, until the results of the November 3, 2026 election are certified and the director elected to that seat takes office. A motion to appoint should state this so the record is unambiguous.

An appointee must be a registered voter residing within Director Area 2 and otherwise qualified to hold office. Confirmation of the appointee's voter registration should be stated on the record at the time any appointment is made.

The District's posted notice states that the Board must fill this vacancy, either by appointment or by calling an election, no later than September 8, 2026, and that the Board intends to consider filling it by appointment at this meeting. This is the last regular meeting before that date. The notice also reserved the alternative of leaving the seat to be filled at the November 3, 2026 general district election.

FINANCIAL IMPACT

An appointee would be entitled to the same per-meeting compensation as any other director under Administrative Code Article I, Section 15, not to exceed one hundred dollars ($100) per meeting and subject to the monthly limits in that section. Calling a special election would carry election costs payable by the District. Taking no action carries no direct cost to the District.

ANALYSIS

Government Code section 1780 gives the Board three courses. Stated plainly, they are: appoint someone now to hold the seat until December; make no appointment and let the voters fill the seat at the election already scheduled for November 3; or call a separate election of the District's own. Each is described below, with its consequence.

First, the Board may appoint. Section 1780(c) provides that "the remaining members of the district board may fill the vacancy either by appointment pursuant to subdivision (d) or by calling an election pursuant to subdivision (e)." An appointee would serve until the November 3, 2026 election results are certified, and the Board would return to five seated directors for that interim period.

Second, the Board may decline to appoint and allow the seat to be filled at the general election it has already called. On June 25, 2026 the Board adopted Resolution No. 969, which called a General District Election for November 3, 2026 "for the purpose of electing two (2) members of the Board of Directors, each to a four-year term," and requested consolidation with the statewide General Election under Elections Code section 10403. The Director Area 2 seat is one of those two seats. The District's posted Notice of Vacancy expressly preserved this course, stating that the Board "reserves the right to appoint any eligible registered voter who is a resident of Director Area 2, or to leave the appointment to the November 3, 2026 general District election." Under this course no appointment is made, the seat remains vacant in the interim, the Board continues with four seated directors, and the seat is filled by the voters for a full four-year term when the election results are certified and the elected director takes office.

Third, the Board may call a separate election under section 1780(e). This course is available in form but not in substance, because it cannot reach the November ballot. Section 1780(e) provides that an election called under it "shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election." November 3, 2026 is 68 days after this meeting. An election called at this meeting could therefore not be held until 2027, after the seat has already been filled at the November 3, 2026 election, and the District would bear the cost of a standalone election for a seat that is no longer vacant. Staff does not recommend this course.

One consequence applies to both of the courses that do not result in an appointment, and the Board should understand it. Under Government Code section 1780(f)(1), if the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of notification, "the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days ... or the city council or board of supervisors may order the district to call an election to fill the vacancy." Measured from the July 29, 2026 notification, the District's 60 days runs to September 27, 2026 and the County's 90 days to October 27, 2026; the District's posted notice states the earlier date of September 8, 2026, measured from the July 10, 2026 effective date of the resignation. Whether Resolution No. 969 satisfies the "has called for an election" condition in section 1780(f)(1), given that it was adopted before the Board was notified of the vacancy and calls the election for full four-year terms rather than for the unexpired remainder of this term, is a question staff refers to District Counsel. If it does not, the County's authority would be available during a window that closes before the November election.

Staff recommends the second course, shown as Option 1 in the recommendation below. The seat is already on the November 3, 2026 ballot for a full four-year term, the District has already called and paid for that election, and the voters of Director Area 2 will choose their own director in ten weeks. An appointment would seat a director for roughly three months and would substitute the Board's choice for the electorate's in a seat the electorate is about to fill. The third course cannot reach the November ballot and would cost the District a separate election for a seat that is no longer vacant by the time it could be held.

Staff does not evaluate or rank applicants, and expresses no view on any individual. The recommendation below goes to the course of action only. Should the Board prefer to appoint, the procedural steps for that course are also set out.

The statutory prerequisites have been satisfied: the county elections official was notified on July 30, 2026; notice of the vacancy was posted July 31, 2026 and published August 3, 2026; and the application period closed August 24, 2026.

RECOMMENDATION

The Board has three options. Staff recommends Option 1.

Option 1. Decline to fill the vacancy by appointment and allow the Director Area 2 seat to be filled at the November 3, 2026 general district election called by Resolution No. 969. This is staff's recommendation. Should the Board select this option, it is recommended that the motion state that the Board declines to fill the vacancy by appointment and that the seat will be filled at that election, so that the record shows a deliberate choice of that course rather than an absence of action.

Option 2. Appoint a qualified Director Area 2 resident to fill the vacancy. Should the Board select this option, it is recommended that the motion (i) name the appointee, (ii) state that the appointee serves until the results of the November 3, 2026 general district election are certified and the director elected to that seat takes office, and (iii) direct staff to administer the oath of office and to provide the appointee a copy of the Ralph M. Brown Act as required by Government Code section 54952.7.

Option 3. Call a separate election to fill the vacancy under Government Code section 1780(e). This option is not recommended, because such an election could not be held until 2027, after the seat has already been filled at the November 3, 2026 election.

ATTACHMENTS

1. Notice of Vacancy, Director Area 2, posted July 31, 2026

2. Letter to the Santa Barbara County Clerk-Recorder and Elections Division dated July 30, 2026 (Gov. Code section 1780(b))

3. Letters of interest received, to be distributed by supplement

4. Oath of Office

5. Ralph M. Brown Act manual, for delivery to the appointee (Gov. Code section 54952.7)

NOTICE OF VACANCY ON THE SANTA MARIA PUBLIC AIRPORT DISTRICT BOARD OF DIRECTORS – DIRECTOR AREA 2

Posted: July 31, 2026

A vacancy on the Santa Maria Public Airport District ("District") Board of Directors, Director Area 2, has occurred due to the resignation of Director Marvin Rodriguez, effective July 10, 2026. The Board of Directors was formally notified of the vacancy at its meeting of July 29, 2026.

The Board of Directors intends to fill the vacancy by appointment. Pursuant to Government Code Section 1780, the Board must fill this vacancy — either by appointment or by calling an election — no later than September 8, 2026 (60 days after the July 10, 2026 effective date of the resignation). The Board intends to consider filling the vacancy by appointment at its regular Board meeting on Thursday, August 27, 2026, at 6:00 p.m., in the District Board Room.

The Director Area 2 seat is also scheduled to be filled for a full four-year term at the District's next general election on November 3, 2026. Accordingly, the person appointed will serve only until the results of that November 3, 2026 general District election are certified and the newly elected Director takes office.

A person seeking appointment to this position must, at a minimum, be a resident of Director Area 2 and a registered voter of the District, and be able to attend regular Board meetings held on the 2nd and 4th Thursday of each month at 6:00 p.m.

Eligible persons interested in being appointed to fill this vacancy may apply by submitting a brief letter of interest — including a statement of eligibility based on the criteria listed above and any relevant experience or qualifications for the Board's consideration — by email to mflores@santamariaairport.com or in person during regular business hours at the District office at: 3217 Terminal Drive, Santa Maria, CA 93455 no later than 5:00 p.m. on Monday, August 24, 2026.

The Board reserves the right to appoint any eligible registered voter who is a resident of Director Area 2, or to leave the appointment to the November 3, 2026 general District election.

This notice has been posted at least 15 days before any appointment may be made, in three or more conspicuous places in the District, as required by Government Code Section 1780.

____

Micheal Flores
Manager of Finance and Administration
Santa Maria Public Airport District

SANTA MARIA AIRPORT
SMX

VIA EMAIL

Joseph E. Holland, County Clerk-Recorder
Office of the County Clerk-Recorder
1100 Anacapa St
Hall of Records
Santa Barbara, CA 93101

Re: Notice of Vacancy on the Santa Maria Public Airport District Board of Directors

Dear Mr. Holland:

A vacancy on the Santa Maria Public Airport District Board of Directors has occurred due to the resignation of Director Marvin Rodriguez from Director Area 2, effective July 10, 2026.

The Board of Directors was formally notified of the vacancy at its meeting on July 29, 2026. This letter serves as notice of the vacancy pursuant to Government Code Section 1780(b). Director Rodriguez's term is set to expire in December 2026, and the Director Area 2 seat is already scheduled to be filled for a full four-year term at the District's next general election on November 3, 2026.

The Board of Directors will act to fill the vacancy by appointment or call a special election within 60 days of being notified of the vacancy pursuant to Government Code Section 1780. Because the vacancy occurs in the final months of Director Rodriguez's term and fewer than 130 days before the November 3, 2026 general District election, any person appointed by the Board will serve only until the results of the November 3, 2026 general District election are certified and the newly elected Director takes office. The Director Area 2 seat will be filled for the ensuing four-year term by that November 3, 2026 election.

Please contact me if you have any questions regarding this matter.

M Flores

Micheal Flores
(805) 956-2609
Manager of Finance and Administration
Santa Maria Public Airport District

SANTA MARIA AIRPORT
SMX

NOTICE OF VACANCY ON THE SANTA MARIA PUBLIC AIRPORT DISTRICT BOARD OF DIRECTORS – DIRECTOR AREA 2

Posted: July 31, 2026

A vacancy on the Santa Maria Public Airport District ("District") Board of Directors, Director Area 2, has occurred due to the resignation of Director Marvin Rodriguez, effective July 10, 2026. The Board of Directors was formally notified of the vacancy at its meeting of July 29, 2026.

The Board of Directors intends to fill the vacancy by appointment. Pursuant to Government Code Section 1780, the Board must fill this vacancy — either by appointment or by calling an election — no later than September 8, 2026 (60 days after the July 10, 2026 effective date of the resignation). The Board intends to consider filling the vacancy by appointment at its regular Board meeting on Thursday, August 27, 2026, at 6:00 p.m., in the District Board Room.

The Director Area 2 seat is also scheduled to be filled for a full four-year term at the District's next general election on November 3, 2026. Accordingly, the person appointed will serve only until the results of that November 3, 2026 general District election are certified and the newly elected Director takes office.

A person seeking appointment to this position must, at a minimum, be a resident of Director Area 2 and a registered voter of the District, and be able to attend regular Board meetings held on the 2nd and 4th Thursday of each month at 6:00 p.m.

Eligible persons interested in being appointed to fill this vacancy may apply by submitting a brief letter of interest — including a statement of eligibility based on the criteria listed above and any relevant experience or qualifications for the Board's consideration — by email to mflores@santamariaairport.com or in person during regular business hours at the District office at: 3217 Terminal Drive, Santa Maria, CA 93455 no later than 5:00 p.m. on Monday, August 24, 2026.

The Board reserves the right to appoint any eligible registered voter who is a resident of Director Area 2, or to leave the appointment to the November 3, 2026 general District election.

This notice has been posted at least 15 days before any appointment may be made, in three or more conspicuous places in the District, as required by Government Code Section 1780.

MFlores

Micheal Flores
Manager of Finance and Administration
Santa Maria Public Airport District

Certificate of Appointment

STATE OF CALIFORNIA, } *SS.*

County of Santa Barbara

THIS CERTIFIES that the undersigned, being the remaining members of the board of directors for the____District of Santa Barbara County, California, have appointed________________________________ whose residence address is;

____

to the office of District Director of the above named district to hold the office for the completion of the term expiring _________________________, ___________.

Dated __________________________________, ____________.

Board Director	Board Director
Board Director	Board Director
Board Director	Board Director

Oath of Office

STATE OF CALIFORNIA } *SS.*

County of Santa Barbara

I, ____do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

____
(Appointee Signature)

Subscribed and sworn to (or affirmed) before me, this_________ day of__________________,_________

____
(Signature Of Person Administering Oath)

____
(Title)

Before taking office, each member must take and subscribe this Oath of Office before a district director, other district officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk.

California Special Districts Association

CSDA

Districts Stronger Together

Brown Act Compliance Manual

for Special Districts

(Revised January 2026)

Scan for Digital Version

A GUIDE TO UNDERSTANDING CALIFORNIA'S OPEN MEETING LAWS

Introduction

The Ralph M. Brown Act ("Brown Act")[1] was enacted in 1953 in response to a series of articles in the San Francisco Chronicle detailing the way local agencies at the time conducted secret meetings or caucuses even though state law had long required that local agencies conduct business publicly. The purpose behind the Brown Act, as originally adopted and as it remains today, is to ensure that actions of local public agencies—including their deliberations, are taken in open and public meetings, with posted agendas, and where all persons are permitted to attend and participate.

"In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly." [3]

This manual provides special districts[2] with guidelines and tips for complying with the various meeting agenda, notice, public participation, and public reporting requirements of the Brown Act. Districts are permitted to and should consider adopting local policies that exceed the minimum requirements of the Brown Act in terms of providing greater public access and openness to district business.

Printing made possible by the California Special Districts Alliance, a partnership between the California Special Districts Association (CSDA), the CSDA Finance Corporation (CSDAFC), and the Special District Risk Management Authority (SDRMA).

Table of Contents

I. Overview of the Brown Act

Note: A local agency must provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

Scan/Click for Live Web Page

This manual provides special districts with guidelines and tips for complying with the various meeting agenda, notice, public participation, and public reporting requirements of the Brown Act.

The purpose behind the Brown Act is to ensure that actions of local public agencies – including their deliberations - are taken in open and public meetings, with posted agendas, and where all persons are permitted to attend and participate. Courts construe the Brown Act liberally, in favor of openness and narrowly construe its limited exemptions.

The Brown Act and incorporated provisions of the Americans with Disabilities Act not only guarantee the public's right to attend and participate in open and public meetings but ensure that the meetings will actually be accessible to all members of the public. Violations of the Brown Act can result in the action taken being invalidated and the award of attorney's fees and costs if there is a successful legal action against a public agency. Certain intentional violations can result in criminal prosecution. And regardless of the nature of the violation, the mere fact that the public perceives that an agency is improperly conducting business behind closed doors can indelibly damage the public's trust in local government.

This manual provides special districts with guidelines and tips for complying with the various meeting agenda, notice, public participation, and public reporting requirements of the Brown Act. The manual also includes guidance on how members of a legislative body may engage with the public on social media platforms and details on how to permit remote participation in a Brown Act compliant teleconference meeting.

This manual is not intended to provide legal advice on any specific issue.

This manual is not intended to provide legal advice on any specific issue. Because the statutory and case law summarized in this manual is subject to change, district staff and officials should always seek the advice of agency legal counsel as to the application of the Brown Act in a particular situation and to ascertain whether there have been recent changes to the Brown Act or its interpretation by the courts.

Purpose and Basic Rule

The purpose of the Brown Act is elegantly stated in the opening declaration:

> *"In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business."*

It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.[3]

The Brown Act's basic and unchanged rule provides:

> *"All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body."*[4]

As summarized by one court: "It is clearly the policy of this state that the proceedings of public agencies, and the conduct of the people's business, [must] take place at open meetings, and that the deliberative process by which decisions related to the public's business are made [must] be conducted in full view of the public." Thus, except for certain closed session items, all aspects of the decision-making process by legislative bodies—including the acquisition of information, discussion and debate—must be conducted in public.

II. District Legislative Bodies and Other Groups Covered and Not Covered

The Brown Act only applies to a district "legislative body" as defined in Section 54952. Therefore, understanding the scope of that term is the critical first step in determining whether the Brown Act applies to a particular district body or group.

What bodies are considered a "legislative body" subject to the Brown Act?

1. **The Governing Body** of a district (i.e., the board of directors) is considered a "legislative body" subject to the Brown Act.[6]

> ***Note:*** The Brown Act also applies to persons elected to serve on a legislative body covered by the Brown Act but who have not yet assumed the duties of office.[7]

2. **Standing committees** of a legislative body, regardless of their composition (i.e., including less than a quorum of the legislative body), that have either (a) continuing subject matter jurisdiction or (b) a meeting schedule fixed by formal action of a legislative body are subject to the Brown Act.[8]
3. **Appointed bodies**, whether permanent or temporary, decision-making or advisory, created by a formal act of the governing body are subject to the Brown Act.[9] The "formal act" required to create a Brown Act legislative body includes any official action and is not necessarily limited to formation by a formal vote or adoption of a resolution.[10]
4. **Joint Powers Authority** legislative bodies of a legally separate entity established by districts under the Joint Exercise of Powers Act must comply with the Brown Act.[11]
5. **Private organizations and other separate entities.** The board or other governing body of a private organization, such as a nonprofit corporation, is subject to the Brown Act, if: (a) a district legislative body created or was involved in bringing the organization into existence to exercise lawfully delegated authority, or (b) if both of the following requirements are met: (i) the organization receives funds from the

district and (ii) a member has been appointed as a full voting member of such board by the district's legislative body.[12, 13]

What district bodies or groups are not considered a "legislative body" subject to the Brown Act?

1. **A temporary advisory committee** (often referred to as an **ad hoc committee**) composed solely of less than a quorum of the legislative body that is created for a single or limited purpose (e.g., a recruitment committee for a vacant position or a committee to investigate a particular incident or issue) that will dissolve once its task is completed is not subject to the Brown Act.
2. **Groups advisory to a single member of a legislative body** created by the informal action of the particular member to advise the member are not covered by the Brown Act.[14]
3. **A group appointed by district staff** (e.g., a committee to assist with a district social or community event) is not subject to the Brown Act.

Compliance Tip

Forming a true ad hoc advisory committee that is composed solely of less than a quorum of the legislative body and that is not subject to the Brown Act requires careful consideration of these restrictions.

III. Meetings Covered and Exempted

The Brown Act only applies to "meetings" of district legislative bodies. Thus, it is critical to understand what meetings are covered and what gatherings are not considered a meeting.

Definition of Meeting

The Brown Act defines a **"meeting" as any congregation of a majority of the members of a legislative body at the same time and location, including a teleconference location, to hear, discuss, deliberate, or take action on any item that is within the legislative body's subject matter jurisdiction.**[15] As defined, the term "meeting" is not limited to gatherings at which action is taken but applies equally to situations where a quorum of the legislative body merely hears, discusses, or deliberates on district business. These terms have their ordinary meaning, but there is a specific definition for "action taken," which includes:

1. a collective decision by a majority of the members of a legislative body;
2. a collective commitment, or promise by a majority of the members to make a positive or negative decision; or
3. an actual vote by a majority of the members of the legislative body sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance.[16]

Prohibition Against Serial Meetings

Outside of a properly noticed and conducted Brown Act meeting, a majority of the members of a legislative body may not use a series of communication of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the body's subject matter jurisdiction.[17]

This type of prohibited "serial meeting" can occur in two ways:

1. Chain: If member A contacts member B, and B contacts member C, and C contacts member D, and so on, until a quorum of the legislative body has been involved.
2. Hub-and-spoke: An intermediary, such as the general manager, contacts at least a quorum of the members of the legislative body to develop a collective concurrence (or communicate each member's respective positions) on an action to be taken by the legislative body.

Compliance Tip

The use of e-mail can easily result in a serial meeting along with a paper trail establishing a potential violation of the Brown Act.[18] District legislative body members must be extremely careful with the use of e-mail, except to pass along general information. For example, members should refrain in e-mails from stating or taking a position on matters that may come before the district. Members should also refrain from giving instructions or directions to staff members unless they have clear authority to do so. One never knows where, or in how many inboxes an e-mail may end up. This tip is equally applicable to members posting comments on social media and other technological platforms.

Teleconferencing Meetings

Standard Teleconferencing

Meetings may be conducted by teleconferencing (i.e., any electronic audio or video connection) under the following conditions:[19]

1. agendas are posted at teleconferencing locations specifying all teleconference locations;
2. public access is provided at each teleconference location;
3. public opportunity to speak is provided at each teleconference location; and
4. all votes are taken by roll call.

At least a quorum of the members of the legislative body must participate in the teleconference within the boundaries of the district.

Alternative Teleconferencing

A legislative body of a local agency may utilize teleconferencing without complying with the aforementioned requirements for 'standard teleconferencing' in any of the circumstances described in Government Code sections 54953.8.1 to 54953.8.7. However, the local agency must comply with each of the following mandatory procedures:

1. The legislative body must provide either a 1) two-way audiovisual platform or 2) a two-way telephonic service and live webcasting of the meeting.
2. Each agenda and notice for the meeting must include information for all persons to attend via a call-in option or an internet-based service option.
3. In the event of a disruption that prevents broadcasting the meeting or the receipt of public comments, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting is restored. (Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.)
4. The public must have an opportunity to address the legislative body and offer comments in real time. In addition, the public cannot be required to submit comments in advance of the meeting.
5. The minutes of the meeting must identify any member of the legislative body who participated from a remote location as well as the specific provision of law that permitted their remote participation. Every member participating from a remote location shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.
6. The legislative body must adopt and implement a procedure for resolving requests for reasonable accommodation consistent with the federal Americans with Disabilities Act.
7. A local agency must identify a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

Compliance Tip

Districts should consider adopting a policy on the use of teleconferencing that addresses the circumstances under which it may be appropriate to use this technology, how much advance notice must be given, and the procedures the agency must follow.

Alternative Teleconferencing - Categories

In addition to the circumstances described below in further detail, alternative teleconferencing is permitted for use by the following, with each category having its own requirements for compliance:

- A health authority.[128]
- An eligible neighborhood council.[129]
- An eligible community college student organization.[130]
- An eligible multijurisdictional body.[131]
  - "Eligible multijurisdictional body" means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter. "Multijurisdictional" means either of the following: (A) A legislative body that includes representatives from more than one county, city, city and county, or special district, or (B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

Compliance Tip

A legislative body seeking to use alternative teleconferencing pursuant to one of these bulleted options should refer to the statute authorizing the respective provision in order to understand the specific requirements for that type of alternative teleconferencing, which may vary depending on the category of alternative teleconferencing used. See the Appendix for a full copy of the Brown Act and more information on the aforementioned alternative teleconferencing categories.

Emergency Teleconferencing

In response to the need for greater flexibility in teleconferencing meetings in the wake of the COVID-19 pandemic, the Brown Act was amended to allow legislative bodies to meet remotely during proclaimed emergencies under modified teleconferencing procedures that do not require compliance with the "standard" procedures noted above, provided that the special emergency procedures are followed.[22]

Summary of circumstances and process authorizing emergency teleconferencing procedures:

1. An emergency situation arises that poses an imminent risk to public health and safety.
2. A local emergency or state of emergency is declared.
3. A district wishes to meet remotely via teleconferencing as a result of the emergency. The meeting agenda includes an item for consideration of a resolution to authorize the use of teleconferencing for meetings consistent with Section 54953.8.2.
4. A resolution is passed by majority vote determining that meeting in person would present imminent risks to the health or safety of attendees. The resolution is valid for up to 45 days.

5. If the state of emergency remains, the district must renew its emergency teleconferencing resolution at least every 45 days, which includes findings that the legislative body has both (1) reconsidered the circumstances of the state of emergency, and (2) the state of emergency continues to directly impact the ability of the members to meet safely in person.

Compliance Tip

The emergency teleconferencing procedures can only be used in the event that a gubernatorial state of emergency (1) has been issued AND (2) remains active, or a local emergency is declared with extreme peril to persons or property in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

Teleconferencing for "Just Cause" Circumstances

Expanded teleconferencing procedures were added to the Brown Act in recent years to permit a member of a legislative body to attend a meeting by teleconferencing via a two-way audiovisual platform or "webcast" on a limited basis.[121] The member may only request to participate from a remote location under these guidelines if one of the following circumstances applies:

1. The member must participate remotely for "just cause," defined as:
   a. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.
   b. A contagious illness that prevents a member from attending in person.
   c. A need related to a physical or mental disability, as defined.
   d. Travel while on official business of the legislative body or another state or local agency.
   e. An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.
   f. A physical or family medical emergency that prevents a member from attending in person.
   g. Military service obligations that result in a member being unable to attend in person because they are serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.
2. In order for a member of the legislative body to participate remotely under these provisions, they must comply with the alternative teleconferencing provisions discussed previously, including:
   a. At least a quorum of the members of the Legislative Body participate in-person from a single physical location accessible to the public, which is within the boundaries of the agency and clearly identified in the posted agenda.
   b. The public is permitted to attend the meeting either by teleconference or videoconference in a manner such that the public can remotely attend and offer real-time comment during the meeting.
   c. Notice of the means by which the public can remotely attend the meeting via teleconference or videoconference and offer comment during the meeting is included within the posted agenda.

d. The member has done the following:

   i. For a "just cause" circumstance, notify the legislative body at the earliest opportunity, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstance relating to their need to appear remotely at the given meeting.

   ii. The member shall participate through both audio and visual technology.

e. The member shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the nature of the member's relationship with such individuals.

A member of a legislative body may not participate in meetings of the legislative body solely by teleconference from a remote location under these provisions for more than the following number of meetings, as applicable:

1. Two meetings per year, if the legislative body regularly meets once per month or less.
2. Five meetings per year, if the legislative body regularly meets twice per month.
3. Seven meetings per year, if the legislative body regularly meets three or more times per month.

Any meetings that begin on the same calendar day shall be considered a single occurrence for the purpose of counting meetings.

Teleconferencing under the Americans with Disabilities Act (ADA)

The Brown Act requires an agency's legislative body to allow remote participation in a meeting as a reasonable accommodation for a member with a qualifying disability that precludes in-person attendance at meetings of the legislative body by the member.[124] The member's remote participation must be conducted in a manner that simulates in-person attendance at meetings held in person at a location open to the public. To do this, a member that participates remotely in a meeting as an accommodation under ADA must do the following:

1. Use two-way video and audio streaming in real time, except that any member may use audio only if a physical condition related to their disability results in a need to participate off camera.
2. Disclose the identity of any adults who are present with the member at the remote location, and the general nature of the member's relationship with any of the individuals.

Local agencies should consult with counsel when receiving a request for accommodation under ADA to participate in a meeting remotely.

Teleconferencing by an Eligible Subsidiary Body

An eligible subsidiary body may conduct a teleconference meeting by complying with the alternative teleconferencing requirements, and:

1. Designating one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location but need not post the agenda at a remote location.
2. A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition that results in a need to participate off camera.
3. The visual appearance of a member of the eligible subsidiary body on camera may cease only when

the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.

4. If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.
5. An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.
6. Before an eligible subsidiary body uses teleconferencing for the first time, the legislative body that established the eligible subsidiary body must adopt certain findings by a majority vote, and every six months thereafter.[127]

"Eligible subsidiary body" means a legislative body that meets all of the following:

1. Is described in subdivision (b) of Section 54952.
2. Serves exclusively in an advisory capacity.
3. Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.
4. Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related proposals.

What is not a meeting?

The Brown Act lists seven circumstances that are not considered a regulated "meeting."

1. **Individual Contacts.** Individual district legislative body members may engage in separate conversations or communications with staff, the public, and even another member of a legislative body, provided that the official or the person they contact "does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body."[26] In other words, the Brown Act does not restrain a member of a legislative body's individual actions, but such contacts cannot lead to the type of prohibited serial meeting described above.

Recent Brown Act amendments clarified that a member of a legislative body may engage in conversations of communications on an internet-based social media platform (e.g., Facebook or Twitter) to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body, provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. In addition, a member of the legislative body may not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.[27]

Quorum Exceptions

Attendance by a quorum of members of a legislative body is permitted in the following circumstances, provided that a majority of the members do not discuss district business amongst themselves (other than as part of the scheduled meeting, occasion or program):[23]

2. **Standing Committee Meetings.** Members may attend an open and noticed meeting of a standing committee of the legislative body (provided that the members of the body who are not members of the committee attend only as observers).
3. **Meetings of a different body of the local agency** that are open and publicized.
4. **Meetings of a legislative body of another local agency** that are open and publicized (e.g., county board of supervisors, city council, or the board of directors of another district).
5. **Community meetings** organized to address topics of local community concern by a person or organization other than the district, provided the meeting is open and publicized. However, agencies should be mindful that the Attorney General has opined that a "State of the City" or "State of [Special District]" event is a meeting for the purposes of the Brown Act.[123]
6. **Conferences or similar gatherings** that are open to the public and are for purposes of discussing issues of general interest to the public or to public agencies such as the district.

> ***Note:*** The Brown Act does not define what "publicized" means for the purposes of the community meeting exemption, but notice in a newspaper, a mass mailing, physical posting in multiple locations around a community, or posting internet websites should be sufficient to satisfy the Brown Act's openness requirements.

7. **Social or ceremonial events** such as parties, weddings, funerals, retirement celebrations or charitable fundraisers.

Compliance Tip

"Liking" or "upvoting" (or other similar actions) can be construed as a legislative body discussion. The Brown Act defines "discuss among themselves" as: "communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body." [28]

Practice Tip: Public officials do not have to stop engaging with the public because of the Brown Act. But they should take some simple precautions to avoid unintentional violations of the law. This includes warning members of the public when engaging with them outside of a Brown Act open meeting that you cannot discuss the views of other officials and stopping any such discussion by a member of the public as soon as possible.

IV. Categories of Meetings, and Applicable Notice, Location, Agenda and Procedural Requirements

Categories of meetings subject to the Brown Act

1. **Regular meetings** are meetings held at the dates, times and location set by ordinance, resolution, bylaws or other formal action of a legislative body.[30]
2. **Special meetings** are meetings called by the presiding officer or a majority of the legislative body and may be held at any time subject to a 24-hour notice requirement. Such written notice must be delivered to each member of the legislative body (unless waived in writing by that member) and to each local newspaper of general circulation, and to each radio and television station that has requested such notice in writing. Only the business set forth in the notice may be considered at the meeting.[25]
3. **Adjourned meetings** are regular or special meetings that have been adjourned to a time and place specified in the order of adjournment.[32]
4. **Emergency meetings** are meetings that may occur where the legislative body determines there is an emergency situation that severely impairs public health or safety or there is an existing or threatened situation that poses immediate and significant peril. The special meeting provisions apply to emergency meetings, except the 24-hour notice is not required. News media must be notified by telephone at least one hour in advance of an emergency meeting (except for "dire" emergencies), and all telephone numbers provided must be tried. If telephones are not working, the notice requirements are deemed waived, but the news media must be notified as soon as possible of the meeting and any action taken. Closed sessions are permitted during an emergency meeting under Section 54957 if agreed to by 2/3 vote of the members present (or all of the members if less than 2/3 present). The minutes of the meeting, a list of the persons notified or attempted to be notified, a copy of any roll call vote, and any action taken at the meeting must be posted in a public place for a minimum of ten days as soon after the emergency meeting as possible.[33]

Permitted Locations for Meetings

1. **Regular and special meetings** must be held within the boundaries of the agency's jurisdiction except when:
   a. meeting by remote teleconferencing during a proclaimed state of emergency;[34]
   b. complying with federal or state law or court order;
   c. inspecting real property or personal property that cannot be conveniently brought to the agency;
   d. participating in multi-agency meetings (provided the meeting takes place in a member agency's jurisdiction and is properly noticed);
   e. meeting in the closest meeting facility if the district has no meeting facility within its boundaries;
   f. meeting with elected or appointed federal or state officials when a local meeting would be impractical (solely to discuss local issues over which such officials have jurisdiction);
   g. meeting in or nearby a facility owned by the agency (provided the meeting is limited to items directly related to the facility); and
   h. visiting the office of its legal counsel for a closed session on pending litigation when to do so would reduce legal costs.[35]

> ***Note:*** Retreats and workshops for agencies other than statewide JPAs must be held within the territory of the agency.

2. **Joint powers agencies** may meet within the territory of any member, or if members are located throughout the state, then they can meet anywhere in the state, provided such facility is open to all members of the public.[36]
3. **Emergency meetings** are subject to the same locational rules as regular and special meetings except that the presiding officer may move them to another location if it is unsafe to meet in the regular designated meeting location, or, if the meeting is being conducted during a proclaimed state of emergency by remote teleconferencing pursuant to the provisions of Section 54953.8.2.[37]

Agenda Requirements

General Rules

- A written agenda must be prepared for each regular or adjourned regular meeting of the legislative body.
- The agenda must be posted at least 72 hours in advance of the regular meeting to which it relates.
- Each item of business to be transacted or discussed, including items to be discussed in closed session, must be the subject of a brief general description, which generally need not exceed 20 words.[36]
- If the agency has an internet website, agendas must be posted at least 72 hours before a regular meeting and at least 24 hours before a special meeting on the agency's website. The special meeting Internet posting requirement only applies to an agenda of either (a) the governing body, or (b) the participating members are compensated, and one or more members attending are also members of the governing body.[39]

Compliance Tip

Drafting an agenda description that is brief but discloses enough information for the public to understand a proposed action is not an easy task. Including information such as the location of a project, the purpose of a project (as opposed to just an agency or applicant given name), the parties involved, and the costs associated with the action will help deflect claims of lack of proper notice.

Note: Agendas at physical locations must be posted in areas that are freely accessible to the public at all times. Posting on a bulletin board inside the district's office that is locked after business hours is not in compliance. With limited exceptions, independent special districts must establish and maintain an Internet website that must have contact information for the district listed in addition to the agenda and any meeting materials. The internet website posting requirement may be excused if there are technical difficulties, provided that the district continues to comply with all other notice requirements. Internet website posting requires the agenda to be posted as a direct link on homepage of the agency's website and in an open format that permits the public to retrieve, download, index, and search for the agenda through the internet, in a manner that is "platform independent and machine readable".[42]

Non-Agenda Items

Action or discussion on any item not appearing on the posted agenda is generally prohibited except that members of the legislative body may:[43]

- briefly respond to statements made or questions posed by the public;
- ask a question for clarification;
- make a brief announcement;
- make a brief report on activities;
- provide a reference to staff or other sources for factual information;
- request staff to report back to the legislative body at a subsequent meeting; or
- direct staff to place a matter of business on a future agenda.[44]

Statutory exceptions to action on non-agenda items

A legislative body may take action on items of business not appearing on the agenda under the following conditions:

- **Emergency:** When a majority decides that an emergency situation exists (i.e., work stoppage, crippling disaster, etc.).
- **Subsequent need urgency item:** When 2/3 present (or all members if less than 2/3 are present) determine there is a need to take immediate action and that the need for action came to the attention of the district subsequent to the agenda being posted.
- **Hold over item:** When the item appeared on the agenda of, and was continued from, a regular meeting held not more than five days earlier.[45]

Special agenda disclosure for concurrent meetings

A legislative body that convenes a meeting and whose membership constitutes a quorum of another legislative body may convene a meeting of the other legislative body, either simultaneously or in serial order, only if a clerk or member of the body verbally announces, prior to convening any simultaneous or serial meeting, the amount of "compensation" or "stipend" that each member will receive as a result of convening the simultaneous or serial meeting of the subsequent legislative body. No agenda announcement is required if:

1. The amount of compensation is prescribed by statute; and
2. No additional compensation for the simultaneous or subsequent meeting has been authorized by the district.

The terms "compensation" and "stipend" do not include reimbursement for actual and necessary expenses incurred by a member in the performance of official duties, including travel, meals, and lodging.[46]

Compliance Tip

The agenda must designate the address where documents may be inspected by the public.[52]

Documents and other writings related to a meeting must be made available to the public at the time of distribution to a majority of the legislative body meeting if prepared by the district or a member of a legislative body, or after the meeting if prepared by some other person.[62] If a district is distributing agenda-related materials to the majority of a legislative body less than 72 hours before a meeting, it must ensure immediate public access to those materials in one of two ways:

1) by making the material immediately available for public inspection at a public office or location designated for that purpose and listing the address of the designated place on all agendas, or

2) by making an initial report (i.e., a document containing a summary and staff recommendation) of the material available for public inspection at a designated location at least 72 hours before the meeting, posting the material on the local agency's internet website in a position and manner that makes it clear that the material relates to an agenda item for an upcoming meeting, listing the web address where the material can be found on all agendas, and making physical copies available for public inspection beginning the next regular business hours for the agency, though this last requirement can only be fulfilled if the next regular business hours of the local agency commence at least 24 hours before that meeting; otherwise the legislative body cannot fulfill all of the requirements of these provisions and may be forced to delay the agenda item the materials relate to.[119]

If requested in writing in advance, a member of the public may be mailed copies of the agenda or agenda packet at the time it is distributed to a majority of the legislative body. Such a request is valid for the calendar year filed. A public agency may establish a mailing fee not to exceed the cost of providing this service.[63,64]

Any audio or video tape record of a public meeting made by or at the direction of the district is subject to inspection under the Public Records Act and such inspection must be provided without charge on equipment made available by the district. If copies of the audio or video tape are desired, the agency may impose its ordinary charge for copies. Audio and video tapes may, however, be erased or destroyed 30 days after the taping or recording.[65]

Meetings of an "Eligible Legislative Body"

Beginning July 1, 2026, all meetings of an "eligible legislative body" are subject to enhanced mandates under the Brown Act to provide increased public access as well as possible translation of agendas and meetings into additional languages.[132]

These additional requirements only apply to an "eligible legislative body" and not to a "legislative body" as traditionally defined in the Brown Act.

For a special district, eligible legislative body means:

1. The board of directors of a special district that <u>has an internet website</u> and meets any one of the following conditions –
   a. The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees; or
   b. The special district has over 1,000 full-time equivalent employees; or
   c. The special district has annual revenues, based on the most recent Financial Transaction Report data

published by the California State Controller, that exceed four hundred million dollars ($400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

2. An eligible legislative body also includes a city council of a city with a population of 30,000 or more; a county board of supervisors of a county, or city and county, with a population of 30,000 or more; and a city council of a city located in a county with a population of 600,000 or more.

Two-Way Audiovisual or Telephonic Access

Every meeting of an eligible legislative body must include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location.

"Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

> ***Note:*** If adequate telephonic or internet service is operational at the meeting location during only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

Compliance Tip

By July 1, 2026, an eligible legislative body must adopt a policy in open session related to disruption of service during meetings that includes procedures for recessing and reconvening a meeting in the event of disruption and describes the efforts that the eligible legislative body shall make to attempt to restore the service. If a disruption of service that prevents members of the public from attending or observing the meeting occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until service is restored, whichever is earlier. If service is not restored upon reconvening the session, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the service have been made in accordance with the policy by the agency, and that the public interest in continuing the meeting outweighs the public interest in remote public access.

When an eligible legislative body elects to provide two-way audiovisual access (rather than telephonic access), the eligible legislative body shall publicly post and provide a call-in option and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. The public must be provided with an opportunity to provide comments as they would with any other open and public meeting, with the same time allotment as a person attending in person.

Meeting Translation

Although an eligible legislative body is not required to provide interpretation of any meeting, it may elect to provide interpretation, and must reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting as defined in Section 54957.95. Examples of assistance may include allowing extra time or allowing participants to use personal equipment to assist them.

An eligible legislative body must also take affirmative actions to encourage underrepresented and non-English speaking communities to participate in meetings, including: having in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform; maintaining an accessible internet webpage translated in all "applicable languages" (discussed below) dedicated to public meetings; making reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings.

Compliance Tip

Every eligible legislative body should have a webpage dedicated to public meetings that includes: a general explanation of the public meeting process, an explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment, a calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting, the most recent agenda, and a link from the homepage of the agency to the required webpage.

Agenda Translation

The agenda for each meeting of an eligible legislative body must be translated into all "applicable languages," with each translated agenda posted in accordance with agenda posting requirements. This applies only to the agenda, and not the entire agenda packet. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

"Applicable languages" means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than "very well." "Applicable population" is determined as follows:

1. For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

IV. Meeting Categories & Requirements (continued)

   a. The population of the county with the greatest population within the boundaries of the special district.

   b. The population of the service area of the special district, if the special district has the data to determine what languages are spoken by the population within its service area.

2. For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

If more than three languages meet the criteria set forth for "applicable languages," the agency shall translate for the three languages that are spoken by the largest percentage of the population. Translation may be done using a digital translation service, and the eligible legislative body must also accept additional translations of the agenda from the public to post in physical locations where agendas are posted.

V. Rights of the Public at Meetings

Public Attendance

The Brown Act's mandate that all persons must be "permitted to attend any meeting of a legislative body"[47] is implemented in a variety of ways:

- Members of the public cannot be required to register their names, provide other information, complete a questionnaire, or otherwise fulfill any condition precedent to attending. If an attendance list, register, questionnaire or similar document is circulated to persons present during the meeting, it must state that the signing, registering or completion of the document is voluntary.[48]
- No meeting or any other function can be held in a facility that prohibits attendance based on race, religious creed, color, national origin, ancestry, or sex, or which is inaccessible to the disabled.[49]
- No meeting may be held where the public must pay or make a purchase to attend (this includes remote locations where teleconferencing is used).[50]
- And if teleconferencing is used, members of the public must be given notice of the teleconference location and be able to address the legislative body from such location.[51]

Public Accommodation (Americans With Disabilities Act)

All open meetings under the Brown Act must also comply with Section 202 of the Americans with Disabilities Act ("ADA") and its implementing rules and regulations. The ADA prohibits a governmental entity from discriminating against individuals with disabilities in the programs, services, and activities it offers. Programs and activities are required to be readily accessible to and usable by disabled individuals.[54] Therefore, public entities must make accommodations for disabled individuals to participate in the meetings unless doing so would be an undue burden or cause a fundamental alteration in the program or activity.[55] This is accomplished in the following two ways:

1. **Physical facilities:** In addition to the meeting room being accessible, the telephones and bathrooms must also be made accessible if phones and bathrooms are provided for non-disabled individuals.[56] Meeting rooms must also have wheelchair seating and assistive listening systems.[57]
2. **Agenda and written materials:** Agendas must include information regarding how, to whom and when a request for disability-related modification or accommodation may be made in order for a person with a disability to participate in the meeting. When requested by a person with a disability, the agenda and documents in the agenda packet must be made available in "appropriate alternative formats," and writings distributed at a public meeting must also be made available in "appropriate alternative formats," even when the materials are handed out by members of the public.[58]

PC: Ability Ministry on Disability Is Beautiful (disabilityisbeautiful.com)

Public Access to Meeting Records

The public has the right to review agendas and documents and other writings distributed to a majority of the legislative body (except for privileged documents). A fee or deposit may be charged for a copy of these public records.[59] *See Compliance Tip on Page 18 for more information.*

Compliance Tip

With the advent of digital files, most agencies maintain copies of meeting recordings on their website, either permanently or for an extended period of time, to ensure continued public access and as an aid for reminding officials and staff precisely what transpired in such meetings.

Public Participation

A regular meeting agenda must allow an opportunity for members of the public to speak on any item of interest, so long as the item is within the subject matter jurisdiction of the legislative body.[66]

The public must be allowed to speak on a specific item of business before or during the legislative body's consideration of it.[67] However, an agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting where members of the public were given the opportunity to address the committee on the item, before or during the committee's consideration of the item. This shall not apply in some circumstances, such as when the item has been substantially changed since the committee heard the item, or if the committee members did not participate from a singular location when considering the item. Every notice for a *special* meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.[125]

Public Conduct

Disturbances. The legislative body may remove any person from a meeting who willfully interrupts the proceedings. Removal is only justified, however, when an audience member actually disrupts the meeting.[71] If order still cannot be restored, the meeting room may be cleared.[72] Members of the news media who have not participated in the disturbance must be allowed to continue to attend the meeting. The legislative body may also re-admit individuals not responsible for the disturbance.[73] The authority of a legislative body to remove a person who disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting shall apply to members of the public participating in a meeting via two-way telephonic service or two-way audiovisual platform.[126]

Removal of disruptive individuals. The presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting if, prior to removing the individual, the presiding member or their designee warns the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior.

"Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

1. A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.
2. Engaging in behavior that constitutes use of force or a true threat of force.

No warning is required if the individual is engaging in behavior that constitutes use of force or a true threat of force. "True threat of force" is defined to mean a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.[120]

Non-disruptive criticism. The legislative body cannot prohibit public criticism of policies, procedures, programs, or services of the agency or the acts or omissions of the legislative body itself.[74] Expressions of opposition to actions of the district (provided they are not overly disruptive) constitute protected speech.[75]

Compliance Tip

If a closed session is held before the start of the regular open session agenda, the public must be provided an opportunity to address the legislative body on any closed session item before the legislative body adjourns to closed session.

The legislative body may adopt reasonable regulations, including time limits, on public comments (e.g., 3-5 minutes/speaker).[68] However, when a legislative body limits time for public comment, the legislative body must provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body.[69]

The public is allowed to use audio or video tape recorders or still or motion picture cameras at an open meeting, absent a reasonable finding by the legislative body that such recording, if continued, would persistently disrupt the proceedings due to noise, illumination, or obstruction of view.[70]

VI. Closed Sessions

The Brown Act recognizes that not all local agency business should be conducted in the open and provides limited exceptions termed "closed sessions" for sensitive matters such as litigation, security threats and certain personnel matters. If a matter is not listed in the Brown Act as an appropriate subject for a closed session, the matter must be discussed in public even if the subject is sensitive, embarrassing or controversial. In addition to listing the permissible subjects for closed sessions, the Brown Act outlines how such matters should be agendized,[76] and when and how the matters must be disclosed in an open meeting or otherwise made public.

Matters appropriate for closed session and applicable agenda description[77]

1. **Public employment.** A closed session may be held to appoint, employ, evaluate the performance of, discipline, or dismiss a public employee.[78] A closed session may also be used to hear specific complaints or charges brought against a public employee unless the employee requests a public session upon 24 hours' advance written notice.[79] The applicable safe harbor agenda descriptions for these matters are:
   a. PUBLIC EMPLOYMENT
      Government Code section 54957
      Title: (Specify description of position to be filled)
   b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
      Government Code section 54957
      Title: (Specify position title of employee being reviewed)
   c. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
      Government Code section 54957
      (No description is required.)

Note: The public employment exception only applies to "public employees." This includes independent contractors that function as an officer or employee such as a contract general counsel or human resources officer. Discussions or action taken on persons other than employees (e.g., elected officials, appointed members of a committee, and independent contractors that do not function as an officer or employee) must be taken in open session unless there is another applicable exception such as potential litigation.[70]

Compliance Tip

Interviews for appointments to district legislative or advisory bodies must be conducted in open session. While candidates for such positions cannot be compelled to stay outside the room where the interview is held while other candidates are being interviewed, most will comply with a request to do so.

> ***Note:*** The personnel exception does not authorize action on proposed compensation in closed session, except for a reduction in pay as a result of proposed disciplinary action. Reviewing an employee's job performance and making threshold decisions about whether any salary increase should be granted is permissible for closed session, but any action concerning the amount of any salary increase must be held in an open session.[81] As noted below, a legislative body may address compensation of an unrepresented employee, such as a general manager, under the labor negotiation exception.

2. **Labor negotiations.** A closed session is appropriate to discuss, with the agency's bargaining representative, salaries, salary schedules, fringe benefits, funding priorities and other matters within the statutory scope of employee representation for both represented (e.g., union or other recognized employee organization) and unrepresented employees (e.g., management). Final action must be taken in open session.[82] The applicable safe harbor agenda description is:

   CONFERENCE WITH LABOR NEGOTIATORS
   Government Code section 54957.6
   Agency designated representatives: (Specify names of designated representatives attending the closed session)
   Employee organization: (Specify name of organization representing employee or employees in question)

   or

   Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations)

> ***Note:*** The Brown Act requires an oral report in open session at the meeting where final action is to be taken that summarizes the recommendation for final action on the salary, salary schedule, or compensation paid in the form of fringe benefits of a "local agency executive" as that term is defined in Government Code section 3511.1, or a department head or other similar administrative officer of the local agency.[83] The intent appears to be to preclude placing such items on a consent calendar or similar action item that may involve no discussion of the matter.

3. **Litigation.** A closed session is appropriate to discuss (1) threatened litigation against the district; (2) potential exposure to litigation; (3) potential initiation of litigation; and (4) existing litigation.

   Potential litigation against or to be initiated by the district. A closed session may be held in situations where there is anticipated litigation against the district or when the district is contemplating bringing a legal action. Where the agency seeks to discuss with its legal counsel threatened or anticipated litigation, there must be "existing facts and circumstances" to support the closed session. Existing facts and circumstances include:

   a. facts and circumstances that the agency believes are not known to a potential plaintiff;

   b. the receipt by the agency of a claim pursuant to the Government Claims Act or some other written communication threatening litigation;

   c. a statement made by a person in a public meeting threatening litigation on a specific matter within the responsibility of the legislative body; or

   d. a statement made outside a public meeting so long as the official or employee of the agency receiving knowledge of the threat makes a record of the statement prior to the meeting, and the statement is available for public inspection.[84]

A legislative body may also meet in closed session to decide if the above facts and circumstances are present and thus whether the closed session is authorized.[85] The applicable safe harbor agenda descriptions are:

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) or (3) [as applicable]: (Specify number of potential cases)[86]

or

Initiation of litigation pursuant to Government Code section 54956.9(d)(4): (Specify number of potential cases)

Existing litigation. Where a legal action has already been initiated by or against the district, a closed session may be held to provide updates to the board and discuss strategy. The applicable safe harbor agenda description is:

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code section 54956.9(d)(1)

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers)

or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

> ***Notes:*** The ability to meet in closed session for existing litigation only applies to litigation to which the district is a party. It is generally understood, consistent with the safe harbor description, that the agency's attorney must be a participant in all litigation-related closed sessions.[76]

4. **Real estate negotiations.** A closed session is permitted for the legislative body to discuss with its real property negotiator the purchase, sale, exchange or lease of real property by or for the district. As part

of the discussion, the legislative body may discuss the price and terms of the transaction. According to the Attorney General, this includes only the following:

a. The amount of consideration that the district is willing to pay or accept in exchange for the real property rights to be acquired or transferred in the particular transaction;

b. The form, manner, and timing of how that consideration will be paid; and

c. Items that are essential to arriving at the authorized price and payment terms, such that their public disclosure would be tantamount to revealing the information that the exception permits to be kept confidential.[88]

The real estate exemption is very limited. Discussions regarding related policy matters such as design work for the project, traffic, and EIR considerations, etc., are beyond the scope of the exemption.[89] The applicable safe harbor agenda description is:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code section 54956.8
Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation)

Agency negotiator: (Specify names of negotiators attending the closed session) (If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Negotiating parties: (Specify name of party (not agent))

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

5. **License applications.** A closed session is appropriate if the legislative body finds it necessary to discuss the license application of an applicant with a criminal record, and whether that applicant is sufficiently rehabilitated to obtain the license.[90] The applicable safe harbor description is:

   LICENSE/PERMIT DETERMINATION
   Government Code section 54956.7
   Applicant(s): (Specify number of applicants)

6. **Security of public facilities and services or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity.** A closed session is appropriate for the legislative body to discuss matters posing a threat to the security of public buildings and facilities as well as essential public services, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity, and threats

to the public's right of access to public services or facilities.[91] The applicable safe harbor description is:

THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code section 54957
Consultation with: (Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title)

Procedure for Adjourning to Closed Session

Prior to holding any closed session, the legislative body must disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may simply refer to the items as they are listed on the closed session agenda. This announcement may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcement.[92]

Who may be present at the closed session?

Closed sessions should only include those members of the legislative body and support staff necessary to conduct business regarding the specific item (e.g., legal counsel, consultants, real estate or labor negotiators, etc.).[93]

Reporting After Closed Sessions

The legislative body must reconvene in open session to report any "action taken" in closed session. In general, only final action on a matter need be reported (e.g., an agreement to buy property, settlement of a lawsuit where the other party has signed the agreement, acceptance of a resignation, etc.). Thus, for example, the dismissal or nonrenewal of an employment contract is not reported until the first public meeting following exhaustion of administrative remedies, if any. Once final approval occurs, the agency must disclose the action taken "upon inquiry by any person."[94] Copies of contracts, settlement agreements, or other documents finalized in closed session must be made available within 24 hours of the action, or, in the case of substantial amendments or retyping, when complete.[95, 96]

Compliance Tip

For convenience, many districts schedule closed sessions prior to commencement of the regular agenda and often hold such closed sessions in separate locations. Under § 54957, the public has the right to be present at such location and has the right to address the legislative body regarding any agendized closed session items under § 54954.3 prior to the legislative body adjourning into closed session.

Improper Disclosure of Closed Session Information

The disclosure of confidential information acquired in a closed session is prohibited unless the legislative body authorizes the disclosure of the information. "Confidential information" means communication made in closed session that is specifically related to the basis for the closed session meeting. Violations of this disclosure prohibition may be addressed by any legal remedy, including: injunctive relief to prevent future disclosures; disciplinary action (against employees); or referral to a grand jury (for violations by members of the legislative body).[97]

Compliance Tip

Although § 54957.1(a)(1) indicates that real estate agreements may be approved in closed session, as a practical and political matter, it is prudent to take final action on such agreements in open session so that the public may more fully participate in the deliberations.

> ***Note:*** A joint powers agency may authorize in its agreement or bylaws the disclosure of confidential information by members of the agency's legislative body to their district legislative body in a closed session as well as to legal counsel of a member district.[98]

VII. Adjournments and Continuances

Adjournments

The legislative body may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may adjourn such meetings and if all members are absent, the clerk or secretary of the legislative body may declare the meeting adjourned. Written notice of the adjournment must be provided in the same manner as notice for special meetings. A copy of the order or notice of adjournment must be conspicuously posted on or near the door of the place where the meeting was held within 24 hours of adjournment. When a regular or adjourned regular meeting is adjourned, the resulting adjourned meeting is a regular meeting for all purposes. If the order of adjournment fails to state a specific hour for the next meeting, the meeting must be held at the hour designated for regular meetings.[99]

Continuances

A duly noticed hearing may also be continued in the same manner as adjourned meetings. However, if the hearing is continued to a meeting that will occur in less than 24 hours, a copy of a notice of continuance must be posted immediately following the meeting at which the continuance was adopted.[100]

VIII. Remedies and Penalties for Violations

Note: If the challenged meeting involves only deliberation and no action is taken, there can be no misdemeanor penalty. Moreover, as with most criminal statutes, it is often difficult to prove criminal intent. As a result, criminal enforcement of the Brown Act is rare.

Criminal Penalties

A member of a legislative body may be charged with a misdemeanor where (a) the member attends a meeting where an action is taken in violation of the Brown Act, and (b) the member intends to deprive the public of information to which the public is entitled under the Brown Act.[101]

Civil Action to Prevent Future Violations

The district attorney or any interested person may file a civil action to:

- Stop or prevent a threatened violation of the Brown Act.[102]
- Determine the applicability of the Brown Act to ongoing actions or threatened future action of the legislative body.[103]
- Determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid under state or federal law.[104]
- Compel the legislative body to tape record its closed sessions.[105]
- Determine that an action of a legislative body violated the Brown Act and the action is null and void.[106]

Opportunity for the legislative body to cure and correct alleged violations [107]

Before filing a legal action alleging that a legislative body violated the Brown Act, the complaining party must send a written "cure or correct" demand to the legislative body. The demand must clearly describe the challenged action, the nature of the alleged violation, and the "cure" sought, and must be sent within 90 days of the alleged violation (or 30 days if the action was taken in open session but in violation of § 54952.2, which defines "meetings"). The legislative body has up to 30 days to cure and correct its action. If it does not act, any lawsuit must commence within 15 days after (a) receipt of written notice from the legislative body of such non-action, or (b) the expiration of the 30-day cure period if the legislative body does not respond to the cure request.

Opportunity for the legislative body to commit to cease & desist alleged past actions or practices [108]

Prior to commencing an action to determine if past actions of a legislative body are a violation of the Brown Act under § 54960, the complaining party must send a "cease and desist letter." The cease-and-desist letter must be sent within nine months of the alleged violation. The legislative body may respond to the cease-and-desist letter within 30 days by making an unconditional commitment to cease and desist from the past action in open session at a regular or special meeting as a separate item of business, and not on its consent agenda, and providing such commitment to the complaining party. The commitment must state that:

- The legislative body has received the cease-and-desist letter; and
- The legislative body unconditionally commits to cease and desist from the challenged action; and

If the legislative body chooses to send an unconditional commitment agreeing to cease-and-desist from the challenged conduct within 30 days of receipt of the cease and desist letter, then no legal action can be commenced. Any party sending a cease-and-desist letter can commence a legal action challenging past conduct of a legislative body on whichever is earlier: (a) 60 days of receiving a response other than an unconditional commitment to cease-and-desist; or (b) within 60 days of the expiration of the legislative body's 30-day time period to respond to the cease-and-desist letter.

Compliance Tip

The cure & correct and cease & desist options allow a legislative body to avoid litigation over alleged Brown Act violations unless it is abundantly clear that no violation occurred, and a district wants to defend what it believes to be a correct policy or procedure. And even if a legislative body waits to cure or correct an alleged violation until after a lawsuit is commenced, an action seeking invalidation must be dismissed. Because a subsequent cure or correction cannot be introduced as evidence of a violation of the Brown Act, there is rarely a legitimate reason for a legislative body not to take any post-lawsuit steps to cure or correct an alleged violation if there is any question as to Brown Act compliance. [109]

If a court finds that a legislative body violated the Brown Act, the plaintiff may be awarded costs and attorney fees.

Invalidation of Certain Types of Actions

Only actions taken in violation of the Brown Act under the following circumstances may be invalidated:[110]

- the basic open meeting provision;[111]
- notice and agenda requirements for regular meetings and closed sessions;[112]
- tax hearings;[113]
- special meetings;[114] and
- emergency situations.[115]

Certain actions taken in violation of the Brown Action will not be invalidated if they involve:[116]

- substantial compliance;
- sale or issuance of notes, bonds or other indebtedness, or related contracts or agreements;
- a contractual obligation upon which a party has in good faith relied to its detriment;
- the collection of any tax; or
- the complaining party had actual notice at least 72 hours prior to the meeting at which the action is taken.

Award of Costs and Attorney Fees

If a court finds that a legislative body violated the Brown Act, the plaintiff may be awarded costs and attorney fees.[117] The costs and fees are the liability of the district and not its officers or employees. A district may only recover its costs and attorney fees if it wins, and the court determines that the lawsuit was "clearly frivolous and totally lacking in merit."[118]

Acknowledgment and Endnotes

Special thanks to our contributing editors Donald M. Davis of Burke Williams & Sorensen, LLP, Kane Thuyen, and CSDA Chief Counsel Mustafa Hessabi.

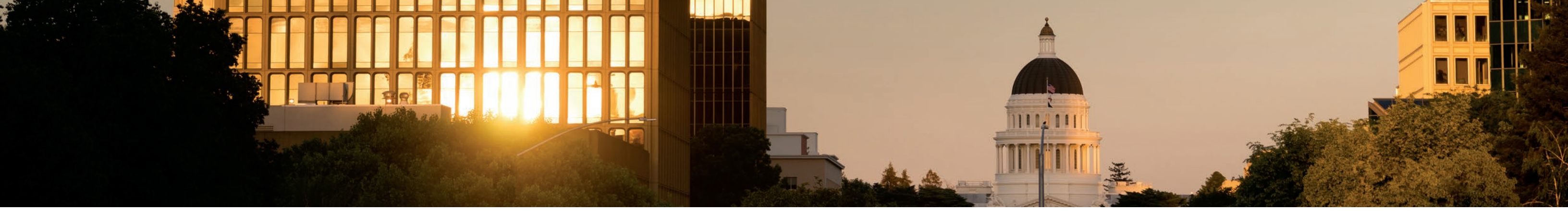
Endnotes

1. The Brown Act is codified in the Government Code starting at Section 54950. Unless otherwise indicated, all statutory references are to the California Government Code.
2. Please note that school districts and community college districts have a number of unique Brown Act provisions applicable only to such special districts that are outside the scope of this manual.
3. § 54950.
4. § 54953(a).
5. Epstein v. Hollywood Entertainment Dist. II Bus. Improvement Dist. (2001) 87 Cal.App.4th 862, 867.
6. § 54952(a).
7. § 54952.1.
8. § 54952(b).
9. § 54952(b).
10. See *Joiner v. City of Sebastopol (1981) 125 Cal.App.3d 799, 805; Frazer v. Dixon Unified School District (1993)* 18 Cal.App.4th 781, 792-793.
11. See *McKee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (2005)* 134 Cal.App.4th 354.
12. § 54952(c).
13. See also 107 Ops.Cal.Atty.Gen. 1; 85 Ops.Cal.Atty.Gen. 55; and *International Longshoreman's & Warehouseman's Union v. L.A. Export Terminal, Inc. (1999)* 69 Cal.App.4th 287.
14. See 56 Ops. Cal Atty Gen 14 (1973).
15. § 54952.2(a).
16. § 54952.6.
17. § 54952.2(b)(1).
18. See Op.Cal.Atty.Gen. No. 00-906 (2001), available at https://oag.ca.gov/system/files/opinions/pdfs/00-906.pdf.
19. § 54953(b).
20. § 54953(b)(3).
21. § 54953(b)(4).
22. § 54953.8.2
23. § 8625.
24. Visit www.csda.net to find a copy of the CSDA Emergency Teleconferencing ("AB 361") Implementation Guide and Sample Resolutions to assist with transitioning to remote emergency teleconferencing meetings.
25. § 54953(e).
26. §§ 54952.2(b)(2), 54952.2(c)(1).
27. § 54952.2(b)(3). These changes are in effect only until January 1, 2026, unless extended or made permanent by the Legislature and Governor.
28. § 54952.2(b)(3)(B)(i).

29. § 54952.2(c)(2)-(6).
30. § 54954(a).
31. § 54956.
32. § 54955.
33. § 54956.5.
34. § 54953(e).
35. § 54954(b).
36. § 54954(d).
37. § 54954(e).
38. § 54954.2; See also San Joaquin Raptor Rescue v. County of Merced (2013) 216 Cal.App.4th 1167 [Brown Act violated where agenda description for project approval did not include proposed approval of CEQA action (mitigated negative declaration)].
39. §§ 54954.2 and 54956.
40. § 53087.8(a)(3).
41. See Op.Cal.Atty.Gen. No. 14-1203 (2016), available at https://oag.ca.gov/system/files/opinions/pdfs/14-1203.pdf.
42. §§ 54954.2.
43. § 54954.2(a).
44. See Cruz v. City of Culver City (2016) 2 Cal.App.5th 239, 250.
45. § 54954.2(b).
46. § 54952.3.
47. § 54953.
48. § 54953.3.
49. § 54961(a).
50. § 54961(a).
51. § 54953(b)(3).
52. § 54953.2.
53. 42 U.S.C. § 12101 et seq.
54. 42 U.S.C. § 12132; 28 C.F.R. § 35.149.
55. 28 C.F.R. §§ 35.149, 35.150.
56. Department of Justice Technical Assistance Manual (Title II), Section II-5.1000. The Manual is available at: https://www.ada.gov/taman2.html.
57. 28 C.F.R. §§ 35.150, 35.151.
58. §§ 54954.2(a), 54954.1, 54957.5(b).
59. § 54957.5.
60. § 54957.5(b)(2).
61. § 54957.5(c).
62. Sierra Watch v. Placer County (2021) 69 Cal.App.5th 1.
63. § 54954.1.
64. § 54957.5 (c).
65. § 54953.5(b); see also § 6253(b).
66. § 54954.3.
67. § 54954.3(a).
68. § 54954.3; See Chaffee v. San Francisco Public Library Commission (2005) 134 Cal.App.4th 109.
69. § 54954.3(b)(2). Exception may apply if simultaneous translation equipment is provided.
70. §§ 54957.5 and 54953.5.
71. Acosta v. City of Costa Mesa (9th Cir. 2013) 718 F.3d 800 ["insolent" remarks did not constitute actual disruption]; Norse v. City of Santa Cruz ((9th Cir. 2010) 629 F.3d 966 [silent Nazi salute directed at mayor is not a disruption].
72. § 54957.9.
73. § 54957.9.
74. § 54954.3(c).
75. White v. City of Norwalk (9th Cir. 1990) 900 F.2d 1421.
76. The Brown Act provides a format for describing closed sessions, which if substantially followed, create a "safe harbor" from any alleged notice violations of the Brown Act. See § 54954.5. This manual provides adapted versions of such safe harbor descriptions.
77. For a complete list of all permissible closed session matters see § 54954.5.
78. § 54957(b)(1).
79. § 54957(b)(2); see also Fischer v. Los Angeles Unified School District (1999) 70 Cal.App.4th 87 [decision by school board not to reemploy probationary employees based on the evaluation of performance, but not specific complaints or charges, does not require 24 hours' advance written notice]; and San Diego Civil Service Com. v. Bollinger (1999) 71 Cal.App.4th 568 [if charges have already been heard and sustained at a public evidentiary hearing, employee notice of closed session is not required].
80. § 54957(b)(4).
81. San Diego Union v. City Council (1983) 146 Cal.App.3d 947 [two-step process contemplated: (1) closed session for evaluation of performance or appointment; (2) open session for setting employee's salary].
82. § 54957.6.
83. § 54953(d).
84. See Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68.
85. § 54956.9.
86. In addition, the agency may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to Section 54956.9(e)(2) to (5).
87. See for example, "The Brown Act," California Attorney General (2003), p.40.
88. See Op.Cal.Atty.Gen. No. 10-206 (2011), available at https://oag.ca.gov/system/files/opinions/pdfs/10-206.pdf.
89. See Shapiro v. San Diego City Council (2002) 96 Cal.App. 4th 904.
90. § 54956.7.
91. § 54957(a).
92. § 54957.7.
93. See Op.Cal.Atty.Gen. No. 03-604 (2003), available at https://oag.ca.gov/system/files/opinions/pdfs/03-604.pdf.
94. See §§ 54957.1 and 54957.7.
95. § 54957.1.
96. See §§ 54957.1 and 54957.7.
97. § 54963.
98. § 54956.96.
99. § 54955.
100. § 54955.1.
101. § 54959.
102. § 54960(a).
103. § 54960 (a).
104. § 54960 (a).
105. § 54960 (b).

106. § 54960.1(a).
107. § 54960.1.
108. § 54960.2.
109. § 54960.1(e) and (f).
110. § 54960.1(a).
111. § 54953.
112. §§ 54954.2 and 54954.5.
113. § 54954.6.
114. § 54956.
115. § 54956.5; see also § 54960.1.
116. § 54960.1(d).
117. See Los Angeles Times Communications v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313 ["fees are 'presumptively appropriate' and a successful plaintiff 'should ordinarily recover attorney's fees unless special circumstances would render such an award unjust'"].
118. § 54960.5.
119. § 54957.5.
120. § 54957.95.
121. Section 54953.8.3.
122. 107 Ops.Cal.Atty.Gen. 107.
123. 107 Cal.Ops.Atty.Gen. 47.
124. § 54953(c).
125. § 54954.3(a)(2).
126. § 54957.96.
127. § 54953.8.6.
128. § 54953.8.1.
129. § 54953.8.4.
130. § 54953.8.5.
131. § 54953.8.7.
132. § 54953.4.

Notes:



Appendix – Copy of Ralph M. Brown Act*

GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821]

(Division 2 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7] *(Part 1 added by Stats. 1949, Ch. 81.)*

CHAPTER 9. Meetings [54950 - 54963]

(Chapter 9 added by Stats. 1953, Ch. 1588.)

54950. In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

(Added by Stats. 1953, Ch. 1588.)

54950.5. This chapter shall be known as the Ralph M. Brown Act.

(Added by Stats. 1961, Ch. 115.)

54951. As used in this chapter, "local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, or other local public agency.

(Amended by Stats. 1959, Ch. 1417.)

54952. As used in this chapter, "legislative body" means:

(a) The governing body of a local agency or any other local body created by state or federal statute.

(b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

(c) (1) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency.

(2) Notwithstanding subparagraph (B) of paragraph (1), no board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that receives funds from a local agency and, as of February 9, 1996, has a member of the legislative body of the local agency as a full voting member of the governing body of that private corporation, limited liability company, or other entity shall be relieved from the public meeting requirements of this chapter by virtue of a change in status of the full voting member to a nonvoting member.

(d) The lessee of any hospital the whole or part of which is first leased pursuant to subdivision (p) of Section 32121 of the Health and Safety

Code after January 1, 1994, where the lessee exercises any material authority of a legislative body of a local agency delegated to it by that legislative body whether the lessee is organized and operated by the local agency or by a delegated authority.

(Amended by Stats. 2002, Ch. 1073, Sec. 2. Effective January 1, 2003.)

54952.1. Any person elected to serve as a member of a legislative body who has not yet assumed the duties of office shall conform his or her conduct to the requirements of this chapter and shall be treated for purposes of enforcement of this chapter as if he or she has already assumed office.

(Amended by Stats. 1994, Ch. 32, Sec. 2. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)

54952.2. (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) "Internet-based social media platform" means an online service that is open and accessible to the public.

(iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

(Amended (as amended by Stats. 2020, Ch. 89, Sec. 1) by Stats. 2025, Ch. 327, Sec. 1. (SB 707) Effective January 1, 2026.)

54952.3. (a) A legislative body that has convened a meeting and whose membership constitutes a quorum of any other legislative body may convene a meeting of that other legislative body, simultaneously or in serial order, only if a clerk or a member of the convened legislative body verbally announces, prior to convening any simultaneous or serial order meeting of that subsequent legislative body, the amount of compensation or stipend, if any, that each member will be entitled to receive as a result of convening the simultaneous or serial meeting of the subsequent legislative body and identifies that the compensation or stipend shall be provided as a result of convening a meeting for which each member is entitled to collect compensation or a stipend. However, the clerk or member of the legislative body shall not be required to announce the amount of compensation if the amount of compensation is prescribed in statute and no additional compensation has been authorized by a local agency.

(b) For purposes of this section, compensation and stipend shall not include amounts reimbursed for actual and necessary expenses incurred by a member in the performance of the member's official duties, including, but not limited to, reimbursement of expenses relating to travel, meals, and lodging.

(Added by Stats. 2011, Ch. 91, Sec. 1. (AB 23) Effective January 1, 2012.)

54952.6. As used in this chapter, "action taken" means a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance.

(Added by Stats. 1961, Ch. 1671.)

54952.7. A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

(Amended by Stats. 2025, Ch. 327, Sec. 3. (SB 707) Effective January 1, 2026.)

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).

(c) (1) Nothing in this chapter shall be construed to prohibit a member of a legislative body with a disability from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law.

(2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:

(A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, may participate only through audio technology if a physical condition related to their disability results in a need to participate off camera.

(B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.

(3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.

(d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) A department head or other similar administrative officer of the local agency.

(B) This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(e) For purposes of this section, both of the following definitions apply:

(1) "Disability" means a physical disability or a mental disability as those

terms are defined in Section 12926 and used in Section 12926.1, or a disability as defined in Section 12102 of Title 42 of the United States Code.

(2) (A) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(B) Notwithstanding subparagraph (A), "teleconference" does not include one or more members watching or listening to a meeting via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(3) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

(Amended (as amended by Stats. 2023, Ch. 534, Sec. 2) by Stats. 2025, Ch. 327, Sec. 4. (SB 707) Effective January 1, 2026.)

54953.1. The provisions of this chapter shall not be construed to prohibit the members of the legislative body of a local agency from giving testimony in private before a grand jury, either as individuals or as a body.

(Added by Stats. 1979, Ch. 950.)

54953.2. All meetings of a legislative body of a local agency that are open and public shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(Added by Stats. 2002, Ch. 300, Sec. 5. Effective January 1, 2003.)

54953.3. A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.

If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.

(Amended by Stats. 1981, Ch. 968, Sec. 28.)

54953.4. (a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

(b) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) (I) (ia) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

(ib) (Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the service.

(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(II) Subclause (I) does not apply to a meeting that is held to do any of the following:

(ia) Attend a judicial or administrative proceeding to which the local agency is a party.

(ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(ie) Meet in an emergency situation pursuant to Section 54956.5.

(ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

(i) Arranging space for one or more interpreters at the meeting location.

(ii) Allowing extra time during the meeting for interpretation to occur.

(iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this subparagraph.

(c) (1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (b) shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

(e) For purposes of this section, all of the following definitions apply:

(1) (A) "Applicable languages" means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than "very well."

(B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:

(i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

(ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

(I) The population of the county with the greatest population within the boundaries of the special district.

(II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).

(C) If more than three languages meet the criteria set forth in subparagraph (A), "applicable languages" shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.

(D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence, that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.

(2) "Eligible legislative body" means any of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district that has an internet website and meets any of the following conditions:

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars ($400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(f) This section shall become operative on July 1, 2026.

(g) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec. 5. (SB 707) Effective January 1, 2026. Operative July 1, 2026, by its own provisions. Repealed as of January 1, 2030, by its own provisions.)

54953.5. (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

(Amended by Stats. 2025, Ch. 327, Sec. 6. (SB 707) Effective January 1, 2026.)

54953.6. No legislative body of a local agency shall prohibit or otherwise restrict the broadcast of its open and public meetings in the absence of a reasonable finding that the broadcast cannot be accomplished without noise, illumination, or obstruction of view that would constitute a persistent disruption of the proceedings.

(Amended by Stats. 1994, Ch. 32, Sec. 6. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)

54953.7. Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

(Amended by Stats. 2025, Ch. 327, Sec. 7. (SB 707) Effective January 1, 2026.)

54953.8. (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(5) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(Added by Stats. 2025, Ch. 327, Sec. 8. (SB 707) Effective January 1, 2026.)

54953.8.1. (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(Added by Stats. 2025, Ch. 327, Sec. 9. (SB 707) Effective January 1, 2026.)

54953.8.2. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

(1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:

(1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.

(2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.

(c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

(e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

(Added by Stats. 2025, Ch. 327, Sec. 10. (SB 707) Effective January 1, 2026.)

54953.8.3. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

(2) The member shall participate through both audio and visual technology.

(3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

(c) For purposes of this section, "just cause" means any of the following:

(1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(2) A contagious illness that prevents a member from attending in person.

(3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.

(4) Travel while on official business of the legislative body or another state or local agency.

(5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.

(6) A physical or family medical emergency that prevents a member from attending in person.

(7) Military service obligations that result in a member being unable to attend in person because they are serving under official written orders

for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec. 11. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)

54953.8.4. (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

(1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) "Accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) "Eligible neighborhood council" means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec. 12. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)

54953.8.5. (a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, "child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, "accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, "eligible community college student organization" means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec. 13. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)

54953.8.6. (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location, but need not post the agenda at a remote location.

(2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition not subject to subdivision (c) of Section 54953 that results in a need to participate off camera.

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.

(3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

(4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every six months thereafter:

(i) The legislative body has considered the circumstances of the eligible subsidiary body.

(ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.

(iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

(B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.

(ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days after the legislative body receives the request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.

(iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.

(iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).

(C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.

(D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.

(b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:

(A) Is described in subdivision (b) of Section 54952.

(B) Serves exclusively in an advisory capacity.

(C) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

(D) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

(2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec. 14. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)

54953.8.7. (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, "compensation" does not include reimbursement for actual and necessary expenses.

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Two meetings per year, if the legislative body regularly meets once per month or less.

(B) Five meetings per year, if the legislative body regularly meets twice per month.

(C) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(D) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

(1) "Eligible multijurisdictional body" means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) "Multijurisdictional" means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec. 15. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)

54954. (a) Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting pursuant to subdivision (a) of Section 54954.2, shall be considered for purposes of this chapter as regular meetings of the legislative body.

(b) Regular and special meetings of the legislative body shall be held within the boundaries of the territory over which the local agency exercises jurisdiction, except to do any of the following:

(1) Comply with state or federal law or court order, or attend a judicial or administrative proceeding to which the local agency is a party.

(2) Inspect real or personal property which cannot be conveniently brought within the boundaries of the territory over which the local agency exercises jurisdiction provided that the topic of the meeting is

limited to items directly related to the real or personal property.

(3) Participate in meetings or discussions of multiagency significance that are outside the boundaries of a local agency's jurisdiction. However, any meeting or discussion held pursuant to this subdivision shall take place within the jurisdiction of one of the participating local agencies and be noticed by all participating agencies as provided for in this chapter.

(4) Meet in the closest meeting facility if the local agency has no meeting facility within the boundaries of the territory over which the local agency exercises jurisdiction, or at the principal office of the local agency if that office is located outside the territory over which the agency exercises jurisdiction.

(5) Meet outside their immediate jurisdiction with elected or appointed officials of the United States or the State of California when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(6) Meet outside their immediate jurisdiction if the meeting takes place in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(7) Visit the office of the local agency's legal counsel for a closed session on pending litigation held pursuant to Section 54956.9, when to do so would reduce legal fees or costs.

(c) Meetings of the governing board of a school district shall be held within the district, except under the circumstances enumerated in subdivision (b), or to do any of the following:

(1) Attend a conference on nonadversarial collective bargaining techniques.

(2) Interview members of the public residing in another district with reference to the trustees' potential employment of an applicant for the position of the superintendent of the district.

(3) Interview a potential employee from another district.

(d) Meetings of a joint powers authority shall occur within the territory of at least one of its member agencies, or as provided in subdivision (b). However, a joint powers authority which has members throughout the state may meet at any facility in the state which complies with the requirements of Section 54961.

(e) If, by reason of fire, flood, earthquake, or other emergency, it shall be unsafe to meet in the place designated, the meetings shall be held for the duration of the emergency at the place designated by the presiding officer of the legislative body or his or her designee in a notice to the local media that have requested notice pursuant to Section 54956, by the most rapid means of communication available at the time.

(Amended by Stats. 2004, Ch. 257, Sec. 1. Effective January 1, 2005.)

54954.1. Any person may request that a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. If a local agency has an internet website, the legislative body or its designee shall email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the item or items be delivered by email. If the local agency determines it is technologically infeasible to send a copy of all documents constituting the agenda packet or a link to a website that contains the documents by email or by other electronic means, the legislative body or its designee shall send by mail a copy of the agenda or a website link to the agenda and mail a copy of all other documents constituting the agenda packet in accordance with the mailing requirements established pursuant to this section. If requested, the agenda and documents in the agenda packet shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Upon receipt of the written request, the legislative body or its designee shall cause the requested materials to be mailed at the time the agenda is posted pursuant to Section 54954.2 and 54956 or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first. Any request for mailed copies of agendas or agenda packets shall be valid for the calendar year in which it is filed, and must be renewed following January 1 of each year. The legislative body may establish a fee for mailing the agenda or agenda packet, which fee shall not exceed the cost of providing the service. Failure of the requesting person to receive the agenda or agenda packet pursuant to this section shall not constitute grounds for invalidation of the actions of the legislative body taken at the meeting for which the agenda or agenda packet was not received.

(Amended by Stats. 2021, Ch. 763, Sec. 1. (SB 274) Effective January 1, 2022.)

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

(1) "Integrated agenda management platform" means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(2) "Legislative body" means a legislative body that meets the definition of subdivision (a) of Section 54952.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(Amended (as amended by Stats. 2023, Ch. 131, Sec. 92) by Stats. 2025, Ch. 327, Sec. 16. (SB 707) Effective January 1, 2026.)

54954.3. (a) (1) 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, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

(i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.

(ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.

(iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item that was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.

(3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

(Amended by Stats. 2025, Ch. 327, Sec. 17. (SB 707) Effective January 1, 2026.)

54954.4. (a) The Legislature hereby finds and declares that Section 12 of Chapter 641 of the Statutes of 1986, authorizing reimbursement to local agencies and school districts for costs mandated by the state pursuant to that act, shall be interpreted strictly. The intent of the Legislature is to provide reimbursement for only those costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986.

(b) In this regard, the Legislature directs all state employees and officials involved in reviewing or authorizing claims for reimbursement, or otherwise participating in the reimbursement process, to rigorously review each claim and authorize only those claims, or parts thereof, which represent costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986 and for which complete documentation exists. For purposes of Section 54954.2, costs eligible for reimbursement shall only include the actual cost to post a single agenda for any one meeting.

(c) The Legislature hereby finds and declares that complete, faithful, and uninterrupted compliance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) is a matter of overriding public importance. Unless specifically stated, no future Budget Act, or related budget enactments, shall, in any manner, be interpreted to suspend, eliminate, or otherwise modify the legal obligation and duty of local agencies to fully comply with Chapter 641 of the Statutes of 1986 in a complete, faithful, and uninterrupted manner.

(Added by Stats. 1991, Ch. 238, Sec. 1.)

54954.5. For purposes of describing closed session items pursuant to Section 54954.2, the agenda may describe closed sessions as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items were described in substantial compliance with this section. Substantial compliance is satisfied by including the information provided below, irrespective of its format.

(a) With respect to a closed session held pursuant to Section 54956.7:

LICENSE/PERMIT DETERMINATION

Applicant(s): (Specify number of applicants)

(b) With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation)

Agency negotiator: (Specify names of negotiators attending the closed session) (If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Negotiating parties: (Specify name of party (not agent))

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

(c) With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers)

or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Specify number of potential cases)

(In addition to the information noticed above, the agency may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to paragraphs (2) to (5), inclusive, of subdivision (e) of Section 54956.9.)

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Specify number of potential cases)

(d) With respect to every item of business to be discussed in closed session pursuant to Section 54956.95:

LIABILITY CLAIMS

Claimant: (Specify name unless unspecified pursuant to Section 54961)

Agency claimed against: (Specify name)

(e) With respect to every item of business to be discussed in closed session pursuant to Section 54957:

THREAT TO PUBLIC SERVICES OR FACILITIES

Consultation with: (Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title)

PUBLIC EMPLOYEE APPOINTMENT

Title: (Specify description of position to be filled)

PUBLIC EMPLOYMENT

Title: (Specify description of position to be filled)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: (Specify position title of employee being reviewed)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

(f) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: (Specify names of designated representatives attending the closed session) (If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization: (Specify name of organization representing employee or employees in question)

or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations)

(g) With respect to closed sessions called pursuant to Section 54957.8:

CASE REVIEW/PLANNING

(No additional information is required in connection with a closed session to consider case review or planning.)

(h) With respect to every item of business to be discussed in closed session pursuant to Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code:

REPORT INVOLVING TRADE SECRET

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility)

Estimated date of public disclosure: (Specify month and year)

HEARINGS

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical audit committee, or report of quality assurance committee)

(i) With respect to every item of business to be discussed in closed session pursuant to Section 54956.86:

CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW

(No additional information is required in connection with a closed session to discuss a charge or complaint pursuant to Section 54956.86.)

(j) With respect to every item of business to be discussed in closed session pursuant to Section 54956.96:

CONFERENCE INVOLVING A JOINT POWERS AGENCY (Specify by name)

Discussion will concern: (Specify closed session description used by the joint powers agency)

Name of local agency representative on joint powers agency board: (Specify name)

(Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives.)

(k) With respect to every item of business to be discussed in closed session pursuant to Section 54956.75:

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE

(Amended by Stats. 2012, Ch. 759, Sec. 6.1. (AB 2690) Effective January 1, 2013.)

54954.6. (a) (1) Before adopting any new or increased general tax or any new or increased assessment, the legislative body of a local agency shall conduct at least one public meeting at which local officials shall allow public testimony regarding the proposed new or increased general tax or new or increased assessment in addition to the noticed public hearing at which the legislative body proposes to enact or increase the general tax or assessment.

For purposes of this section, the term "new or increased assessment" does not include any of the following:

(A) A fee that does not exceed the reasonable cost of providing the services, facilities, or regulatory activity for which the fee is charged.

(B) A service charge, rate, or charge, unless a special district's principal act requires the service charge, rate, or charge to conform to the requirements of this section.

(C) An ongoing annual assessment if it is imposed at the same or lower amount as any previous year.

(D) An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public pursuant to subparagraph (G) of paragraph (2) of subdivision (c) and that was previously adopted by the agency or approved by the voters in the area where the assessment is imposed.

(E) Standby or immediate availability charges.

(2) The legislative body shall provide at least 45 days' public notice of the public hearing at which the legislative body proposes to enact or increase the general tax or assessment. The legislative body shall provide notice for the public meeting at the same time and in the same document as the notice for the public hearing, but the meeting shall occur prior to the hearing.

(b) (1) The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased general tax shall be accomplished by placing a display advertisement of at least one-eighth page in a newspaper of general circulation for three weeks pursuant to Section 6063 and by a first-class mailing to those interested parties who have filed a written request with the local agency for mailed notice of public meetings or hearings on new or increased general taxes. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the first publication of the joint notice pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision. Notwithstanding paragraph (2) of subdivision (a), the joint notice need not include notice of the public meeting after the meeting has taken place. The public hearing pursuant to subdivision (a) shall take place no earlier than 45 days after the first publication of the joint notice pursuant to this subdivision. Any written request for mailed notices shall be effective for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

(2) The notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:

(A) The amount or rate of the tax. If the tax is proposed to be increased from any previous year, the joint notice shall separately state both the existing tax rate and the proposed tax rate increase.

(B) The activity to be taxed.

(C) The estimated amount of revenue to be raised by the tax annually.

(D) The method and frequency for collecting the tax.

(E) The dates, times, and locations of the public meeting and hearing described in subdivision (a).

(F) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the tax.

(c) (1) The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased assessment on real property or businesses shall be accomplished through a mailing, postage prepaid, in the United States mail and shall be deemed given when so deposited. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the joint mailing pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision. The envelope or the cover of the mailing shall include the name of the local agency and the return address of the sender. This mailed notice shall be in at least 10-point type and shall be given to all property owners or business owners proposed to be subject to the new or increased assessment by a mailing by name to those persons whose names and addresses appear on the last equalized county assessment roll, the State Board of Equalization assessment roll, or the local agency's records pertaining to business ownership, as the case may be.

(2) The joint notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:

(A) In the case of an assessment proposed to be levied on property, the estimated amount of the assessment per parcel. In the case of an assessment proposed to be levied on businesses, the proposed method and basis of levying the assessment in sufficient detail to allow each business owner to calculate the amount of assessment to be levied against each business. If the assessment is proposed to be increased from any previous year, the joint notice shall separately state both the amount of the existing assessment and the proposed assessment increase.

(B) A general description of the purpose or improvements that the assessment will fund.

(C) The address to which property owners may mail a protest against the assessment.

(D) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the assessment.

(E) A statement that a majority protest will cause the assessment to be abandoned if the assessment act used to levy the assessment so provides. Notice shall also state the percentage of protests required to trigger an election, if applicable.

(F) The dates, times, and locations of the public meeting and hearing described in subdivision (a).

(G) A proposed assessment formula or range as described in subparagraph (D) of paragraph (1) of subdivision (a) if applicable and that is noticed pursuant to this section.

(3) Notwithstanding paragraph (1), in the case of an assessment that is proposed exclusively for operation and maintenance expenses imposed throughout the entire local agency, or exclusively for operation and maintenance assessments proposed to be levied on 50,000 parcels or more, notice may be provided pursuant to this subdivision or pursuant to paragraph (1) of subdivision (b) and shall include the estimated amount of the assessment of various types, amounts, or uses of property and the information required by subparagraphs (B) to (G), inclusive, of paragraph (2) of subdivision (c).

(4) Notwithstanding paragraph (1), in the case of an assessment proposed to be levied pursuant to Part 2 (commencing with Section 22500) of Division 2 of the Streets and Highways Code by a regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3 of Division 5 of, or pursuant to Division 26 (commencing with Section 35100) of, the Public Resources Code, notice may be provided pursuant to paragraph (1) of subdivision (b).

(d) The notice requirements imposed by this section shall be construed as additional to, and not to supersede, existing provisions of law, and shall be applied concurrently with the existing provisions so as to not delay or prolong the governmental decisionmaking process.

(e) This section shall not apply to any new or increased general tax or any new or increased assessment that requires an election of either of the following:

(1) The property owners subject to the assessment.

(2) The voters within the local agency imposing the tax or assessment.

(f) Nothing in this section shall prohibit a local agency from holding a consolidated meeting or hearing at which the legislative body discusses multiple tax or assessment proposals.

(g) The local agency may recover the reasonable costs of public meetings, public hearings, and notice required by this section from the proceeds of the tax or assessment. The costs recovered for these purposes, whether recovered pursuant to this subdivision or any other provision of law, shall not exceed the reasonable costs of the public meetings, public hearings, and notice.

(h) Any new or increased assessment that is subject to the notice and hearing provisions of Article XIII C or XIII D of the California Constitution is not subject to the notice and hearing requirements of this section.

(Amended by Stats. 2011, Ch. 382, Sec. 3.5. (SB 194) Effective January 1, 2012.)

54955. The legislative body of a local agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the legislative body may declare the meeting adjourned to a stated time and place and he shall cause a written notice of the adjournment to be given in the same manner as provided in Section 54956 for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

(Amended by Stats. 1959, Ch. 647.)

54955.1. Any hearing being held, or noticed or ordered to be held, by a legislative body of a local agency at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the legislative body in the same manner and to the same extent set forth in Section 54955 for the adjournment of meetings; provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

(Added by Stats. 1965, Ch. 469.)

54956. (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

(Amended by Stats. 2025, Ch. 327, Sec. 18. (SB 707) Effective January 1, 2026.)

54956.5. (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

(Amended by Stats. 2025, Ch. 327, Sec. 19. (SB 707) Effective January 1, 2026.)

54956.6. No fees may be charged by the legislative body of a local agency for carrying out any provision of this chapter, except as specifically authorized by this chapter.

(Added by Stats. 1980, Ch. 1284.)

54956.7. Whenever a legislative body of a local agency determines that it is necessary to discuss and determine whether an applicant for a license or license renewal, who has a criminal record, is sufficiently rehabilitated to obtain the license, the legislative body may hold a closed session with the applicant and the applicant's attorney, if any, for the purpose of holding the discussion and making the determination. If the legislative body determines, as a result of the closed session, that the issuance or renewal of the license should be denied, the applicant shall be offered the opportunity to withdraw the application. If the applicant withdraws the application, no record shall be kept of the discussions or decisions made at the closed session and all matters relating to the closed session shall be confidential. If the applicant does not withdraw the application, the legislative body shall take action at the public meeting during which the closed session is held or at its next public meeting denying the application for the license but all matters relating to the closed session are confidential and shall not be disclosed without the consent of the applicant, except in an action by an applicant who has been denied a license challenging the denial of the license.

(Added by Stats. 1982, Ch. 298, Sec. 1.)

54956.75. (a) Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency that has received a confidential final draft audit report from the Bureau of State Audits from holding closed sessions to discuss its response to that report.

(b) After the public release of an audit report by the Bureau of State Audits, if a legislative body of a local agency meets to discuss the audit report, it shall do so in an open session unless exempted from that requirement by some other provision of law.

(Added by Stats. 2004, Ch. 576, Sec. 4. Effective January 1, 2005.)

54956.8. Notwithstanding any other provision of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its negotiators, the real property or real properties which the negotiations may concern, and the person or persons with whom its negotiators may negotiate.

For purposes of this section, negotiators may be members of the legislative body of the local agency.

For purposes of this section, "lease" includes renewal or renegotiation of a lease.

Nothing in this section shall preclude a local agency from holding a closed session for discussions regarding eminent domain proceedings pursuant to Section 54956.9.

(Amended by Stats. 1998, Ch. 260, Sec. 3. Effective January 1, 1999.)

54956.81. Notwithstanding any other provision of this chapter, a legislative body of a local agency that invests pension funds may hold a closed session to consider the purchase or sale of particular, specific pension fund investments. All investment transaction decisions made during the closed session shall be made by rollcall vote entered into the minutes of the closed session as provided in subdivision (a) of Section 54957.2.

(Added by Stats. 2004, Ch. 533, Sec. 20. Effective January 1, 2005.)

54956.86. Notwithstanding any other provision of this chapter, a legislative body of a local agency which provides services pursuant to Section 14087.3 of the Welfare and Institutions Code may hold a closed session to hear a charge or complaint from a member enrolled in its health plan if the member does not wish to have his or her name, medical status, or other information that is protected by federal law publicly disclosed. Prior to holding a closed session pursuant to this section, the legislative body shall inform the member, in writing, of his or her right to have the charge or complaint heard in an open session rather than a closed session.

(Added by Stats. 1996, Ch. 182, Sec. 2. Effective January 1, 1997.)

54956.87. (a) Notwithstanding any other provision of this chapter, the records of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) and that is governed by a county board of supervisors, whether paper records, records maintained in the management information system, or records in any other form, that relate to provider rate or payment determinations, allocation or distribution methodologies for provider payments, formulas or calculations for these payments, and contract negotiations with providers of health care for alternative rates are exempt from disclosure for a period of three years after the contract is fully executed. The transmission of the records, or the information contained therein in an alternative form, to the board of supervisors shall not constitute a waiver of exemption from disclosure, and the records and information once transmitted to the board of supervisors shall be subject to this same exemption.

(b) Notwithstanding any other provision of law, the governing board of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) and that is governed by a county board of supervisors may order that a meeting held solely for the purpose of discussion or taking action on health plan trade secrets, as defined in subdivision (f), shall be held in closed session. The requirements of making a public report of action taken in closed session, and the vote or abstention of every member present, may be limited to a brief general description without the information constituting the trade secret.

(c) Notwithstanding any other provision of law, the governing board of a health plan may meet in closed session to consider and take action on matters pertaining to contracts and contract negotiations by the health plan with providers of health care services concerning all matters related to rates of payment. The governing board may delete the portion or portions containing trade secrets from any documents that were finally approved in the closed session held pursuant to subdivision (b) that are provided to persons who have made the timely or standing request.

(d) Nothing in this section shall be construed as preventing the governing board from meeting in closed session as otherwise provided by law.

(e) The provisions of this section shall not prevent access to any records by the Joint Legislative Audit Committee in the exercise of its powers pursuant to Article 1 (commencing with Section 10500) of Chapter 4 of Part 2 of Division 2 of Title 2. The provisions of this section also shall not prevent access to any records by the Department of Managed Health Care in the exercise of its powers pursuant to Article 1 (commencing with Section 1340) of Chapter 2.2 of Division 2 of the Health and Safety Code.

(f) For purposes of this section, "health plan trade secret" means a trade secret, as defined in subdivision (d) of Section 3426.1 of the Civil Code, that also meets both of the following criteria:

(1) The secrecy of the information is necessary for the health plan to initiate a new service, program, marketing strategy, business plan, or technology, or to add a benefit or product.

(2) Premature disclosure of the trade secret would create a substantial probability of depriving the health plan of a substantial economic benefit or opportunity.

(Amended by Stats. 2015, Ch. 190, Sec. 65. (AB 1517) Effective January 1, 2016.)

54956.9. (a) Nothing in this chapter shall be construed to prevent a legislative body of a local agency, based on advice of its legal counsel, from holding a closed session to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning those matters would prejudice the position of the local agency in the litigation.

(b) For purposes of this chapter, all expressions of the lawyer-client privilege other than those provided in this section are hereby abrogated. This section is the exclusive expression of the lawyer-client privilege for purposes of conducting closed-session meetings pursuant to this chapter.

(c) For purposes of this section, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator.

(d) For purposes of this section, litigation shall be considered pending when any of the following circumstances exist:

(1) Litigation, to which the local agency is a party, has been initiated formally.

(2) A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.

(3) Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (2).

(4) Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.

(e) For purposes of paragraphs (2) and (3) of subdivision (d), "existing facts and circumstances" shall consist only of one of the following:

(1) Facts and circumstances that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

(2) Facts and circumstances, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the agency and that are known to a potential plaintiff or plaintiffs, which facts or circumstances shall be publicly stated on the agenda or announced.

(3) The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.

(4) A statement made by a person in an open and public meeting threatening litigation on a specific matter within the responsibility of the legislative body.

(5) A statement threatening litigation made by a person outside an open and public meeting on a specific matter within the responsibility of the legislative body so long as the official or employee of the local agency receiving knowledge of the threat makes a contemporaneous or other record of the statement prior to the meeting, which record shall be available for public inspection pursuant to Section 54957.5. The records so created need not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on their behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed.

(f) Nothing in this section shall require disclosure of written communications that are privileged and not subject to disclosure pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(g) Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the paragraph of subdivision (d) that authorizes the closed session. If the session is closed pursuant to paragraph (1) of subdivision (d), the body shall state the title of or otherwise specifically identify the litigation to be discussed, unless the body states that to do so would jeopardize the agency's ability to effectuate service of process upon one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(h) A local agency shall be considered to be a "party" or to have a "significant exposure to litigation" if an officer or employee of the local agency is a party or has significant exposure to litigation concerning prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which it is an issue whether an activity is outside the course and scope of the office or employment.

(Amended by Stats. 2021, Ch. 615, Sec. 206. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)

54956.95. (a) Nothing in this chapter shall be construed to prevent a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, for purposes of insurance pooling, or a local agency member of the joint powers agency, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the joint powers agency or a local agency member of the joint powers agency.

(b) Nothing in this chapter shall be construed to prevent the Local Agency Self-Insurance Authority formed pursuant to Chapter 5.5 (commencing with Section 6599.01) of Division 7 of Title 1, or a local agency member of the authority, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the authority or a local agency member of the authority.

(c) Nothing in this section shall be construed to affect Section 54956.9 with respect to any other local agency.

(Added by Stats. 1989, Ch. 882, Sec. 3.)

54956.96. (a) Nothing in this chapter shall be construed to prevent the legislative body of a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, from adopting a policy or a bylaw or including in its joint powers agreement provisions that authorize either or both of the following:

(1) All information received by the legislative body of the local agency member in a closed session related to the information presented to the joint powers agency in closed session shall be confidential. However, a member of the legislative body of a local agency member may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(A) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(B) Other members of the legislative body of the local agency present in a closed session of that local agency member.

(2) Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

(b) (1) In addition to the authority described in subdivision (a), the Clean Power Alliance of Southern California, or its successor entity, may adopt a policy or a bylaw or include in its joint powers agreement a provision that authorizes both of the following:

(A) A designated alternate member of the legislative body of the Clean Power Alliance of Southern California, or its successor entity, who is not a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the Clean Power Alliance of Southern California, or its successor entity, in lieu of a local agency member's regularly appointed member, to attend closed sessions of the Clean Power Alliance of Southern California, or its successor entity.

(B) All information that is received by a designated alternate member of the legislative body of the Clean Power Alliance of Southern California, or its successor entity, who is not a member of the legislative body of a local agency member, and that is presented to the Clean Power Alliance of Southern California, or its successor entity, in closed session, shall be confidential. However, the designated alternate member may disclose information obtained in a closed session that has direct financial or liability implications for the local agency member for which the designated alternate member attended the closed session, to the following individuals:

(i) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(ii) Members of the legislative body of the local agency present in a closed session of that local agency member.

(2) If the Clean Power Alliance of Southern California, or its successor

entity, adopts a policy or bylaw or includes in its joint powers agreement a provision authorized pursuant to paragraph (1), the Clean Power Alliance of Southern California, or its successor entity, shall establish policies to prevent conflicts of interest and to address breaches of confidentiality that apply to a designated alternate member who is not a member of the legislative body of a local agency member who attends a closed session of the Clean Power Alliance of Southern California, or its successor entity.

(c) If the legislative body of a joint powers agency adopts a policy or a bylaw or includes provisions in its joint powers agreement pursuant to subdivision (a) or (b), then the legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the joint powers agency pursuant to paragraph (1) of subdivision (a) or paragraph (1) of subdivision (b).

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Amended (as amended by Stats. 2019, Ch. 248, Sec. 1) by Stats. 2024, Ch. 24, Sec. 1. (AB 1852) Effective January 1, 2025. Repealed as of January 1, 2030, by its own provisions. See later operative version, as amended by Sec. 2 of Stats. 2024, Ch. 24.)

54956.96. (a) Nothing in this chapter shall be construed to prevent the legislative body of a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, from adopting a policy or a bylaw or including in its joint powers agreement provisions that authorize either or both of the following:

(1) All information received by the legislative body of the local agency member in a closed session related to the information presented to the joint powers agency in closed session shall be confidential. However, a member of the legislative body of a local agency member may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(A) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(B) Other members of the legislative body of the local agency present in a closed session of that local agency member.

(2) A designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

(b) If the legislative body of a joint powers agency adopts a policy or a bylaw or includes provisions in its joint powers agreement pursuant to subdivision (a), then the legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the joint powers agency pursuant to paragraph (1) of subdivision (a).

(c) This section shall become operative on January 1, 2030.

(Amended (as added by Stats. 2019, Ch. 248, Sec. 2) by Stats. 2024, Ch. 24, Sec. 2. (AB 1852) Effective January 1, 2025. Section operative January 1, 2030, by its own provisions.)

54956.97. Notwithstanding any provision of law, the governing board, or a committee of the governing board, of a public bank, as defined in Section 57600 of the Government Code, may meet in closed session to consider and take action on matters pertaining to all of the following:

(a) A loan or investment decision.

(b) A decision of the internal audit committee, the compliance committee, or the governance committee.

(c) A meeting with a state or federal regulator.

(Added by Stats. 2019, Ch. 442, Sec. 14. (AB 857) Effective January 1, 2020.)

54956.98. (a) For purposes of this section, the following definitions shall apply:

(1) "Shareholder, member, or owner local agency" or "shareholder, member, or owner" means a local agency that is a shareholder of a public bank.

(2) "Public bank" has the same meaning as defined in Section 57600.

(b) The governing board of a public bank may adopt a policy or a bylaw or include in its governing documents provisions that authorize any of the following:

(1) All information received by a shareholder, member, or owner of the public bank in a closed session related to the information presented to the governing board of a public bank in closed session shall be confidential. However, a member of the governing board of a shareholder, member, or owner local agency may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(A) Legal counsel of that shareholder, member, or owner local agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that shareholder local agency.

(B) Other members of the governing board of the local agency present in a closed session of that shareholder, member, or owner local agency.

(2) A designated alternate member of the governing board of the public bank who is also a member of the governing board of a shareholder, member, or owner local agency and who is attending a properly noticed meeting of the public bank governing board in lieu of a shareholder, member, or owner local agency's regularly appointed member may attend a closed session of the public bank governing board.

(c) If the governing board of a public bank adopts a policy or a bylaw or includes provisions in its governing documents pursuant to subdivision (b), then the governing board of the shareholder, member, or owner local agency, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the public bank governing board pursuant to paragraph (1) of subdivision (b).

(Added by Stats. 2019, Ch. 442, Sec. 15. (AB 857) Effective January 1, 2020.)

54957. (a) (1) This chapter does not prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or other law enforcement or security personnel, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, a threat to the public's right of access to public services or public facilities, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity.

(2) For purposes of this subdivision, the following definitions apply:

(A) "Critical infrastructure controls" means networks and systems controlling assets so vital to the local agency that the incapacity or destruction of those networks, systems, or assets would have a debilitating impact on public health, safety, economic security, or any combination thereof.

(B) "Critical infrastructure information" means information not customarily in the public domain pertaining to any of the following:

(i) Actual, potential, or threatened interference with, or an attack on, compromise of, or incapacitation of critical infrastructure controls by either physical or computer-based attack or other similar conduct, including, but not limited to, the misuse of, or unauthorized access to, all types of communications and data transmission systems, that violates federal, state, or local law or harms public health, safety, or economic security, or any combination thereof.

(ii) The ability of critical infrastructure controls to resist any interference, compromise, or incapacitation, including, but not limited to, any planned or past assessment or estimate of the vulnerability of critical infrastructure.

(iii) Any planned or past operational problem or solution regarding critical infrastructure controls, including, but not limited to, repair, recovery, reconstruction, insurance, or continuity, to the extent it is related to interference, compromise, or incapacitation of critical infrastructure controls.

(b) (1) Subject to paragraph (2), this chapter does not prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.

(2) As a condition to holding a closed session on specific complaints or charges brought against an employee by another person or employee, the employee shall be given written notice of their right to have the complaints or charges heard in an open session rather than a closed session, which notice shall be delivered to the employee personally or by mail at least 24 hours before the time for holding the session. If notice is not given, any disciplinary or other action taken by the legislative body against the employee based on the specific complaints or charges in the closed session shall be null and void.

(3) The legislative body also may exclude from the public or closed meeting, during the examination of a witness, any or all other witnesses in the matter being investigated by the legislative body.

(4) For the purposes of this subdivision, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee but shall not include any elected official, member of a legislative body or other independent contractors. This subdivision shall not limit local officials' ability to hold closed session meetings pursuant to Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code. Closed sessions held pursuant to this subdivision shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline.

(Amended by Stats. 2024, Ch. 243, Sec. 1. (AB 2715) Effective January 1, 2025.)

54957.1. (a) The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention on that action of every member present, as follows:

(1) Approval of an agreement concluding real estate negotiations pursuant to Section 54956.8 shall be reported after the agreement is final, as follows:

(A) If its own approval renders the agreement final, the body shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held.

(B) If final approval rests with the other party to the negotiations, the local agency shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the local agency of its approval.

(2) Approval given to its legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a consultation under Section 54956.9 shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(3) Approval given to its legal counsel of a settlement of pending litigation, as defined in Section 54956.9, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows:

(A) If the legislative body accepts a settlement offer signed by the opposing party, the body shall report its acceptance and identify the substance of the agreement in open session at the public meeting during which the closed session is held.

(B) If final approval rests with some other party to the litigation or with the court, then as soon as the settlement becomes final, and upon inquiry by any person, the local agency shall disclose the fact of that approval, and identify the substance of the agreement.

(4) Disposition reached as to claims discussed in closed session pursuant to Section 54956.95 shall be reported as soon as reached in a manner that identifies the name of the claimant, the name of the local agency claimed against, the substance of the claim, and any monetary amount approved for payment and agreed upon by the claimant.

(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed

session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position. The general requirement of this paragraph notwithstanding, the report of a dismissal or of the nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any.

(6) Approval of an agreement concluding labor negotiations with represented employees pursuant to Section 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.

(7) Pension fund investment transaction decisions made pursuant to Section 54956.81 shall be disclosed at the first open meeting of the legislative body held after the earlier of the close of the investment transaction or the transfer of pension fund assets for the investment transaction.

(b) Reports that are required to be made pursuant to this section may be made orally or in writing. The legislative body shall provide to any person who has submitted a written request to the legislative body within 24 hours of the posting of the agenda, or to any person who has made a standing request for all documentation as part of a request for notice of meetings pursuant to Section 54954.1 or 54956, if the requester is present at the time the closed session ends, copies of any contracts, settlement agreements, or other documents that were finally approved or adopted in the closed session. If the action taken results in one or more substantive amendments to the related documents requiring retyping, the documents need not be released until the retyping is completed during normal business hours, provided that the presiding officer of the legislative body or his or her designee orally summarizes the substance of the amendments for the benefit of the document requester or any other person present and requesting the information.

(c) The documentation referred to in subdivision (b) shall be available to any person on the next business day following the meeting in which the action referred to is taken or, in the case of substantial amendments, when any necessary retyping is complete.

(d) Nothing in this section shall be construed to require that the legislative body approve actions not otherwise subject to legislative body approval.

(e) No action for injury to a reputational, liberty, or other personal interest may be commenced by or on behalf of any employee or former employee with respect to whom a disclosure is made by a legislative body in an effort to comply with this section.

(f) This section is necessary to implement, and reasonably within the scope of, paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(Amended by Stats. 2006, Ch. 538, Sec. 311. Effective January 1, 2007.)

54957.2. (a) The legislative body of a local agency may, by ordinance or resolution, designate a clerk or other officer or employee of the local agency who shall then attend each closed session of the legislative body and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book made pursuant to this section is not a public record subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be kept confidential. The minute book shall be available only to members of the legislative body or, if a violation of this chapter is alleged to have occurred at a closed session, to a court of general jurisdiction wherein the local agency lies. The minute book may, but need not, consist of a recording of the closed session.

(b) An elected legislative body of a local agency may require that each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body keep a minute book as prescribed under subdivision (a).

(Amended by Stats. 2021, Ch. 615, Sec. 207. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)

54957.5. (a) Agendas of public meetings are disclosable public records under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be made available upon request without delay and in compliance with Section 54954.2 or Section 54956, as applicable. However, this section shall not apply to a writing, or portion thereof, that is exempt from public disclosure.

(b) (1) If a writing is a public record related to an agenda item for an open session of a regular meeting of the legislative body of a local agency and is distributed to all, or a majority of all, of the members of a legislative body of a local agency by a person in connection with a matter subject to discussion or consideration at an open meeting of the body less than 72 hours before that meeting, the writing shall be made available for public inspection pursuant to paragraph (2) at the time the writing is distributed to all, or a majority of all, of the members of the body.

(2) (A) Except as provided in subparagraph (B), a local agency shall comply with both of the following requirements:

(i) A local agency shall make any writing described in paragraph (1) available for public inspection at a public office or location that the agency shall designate for this purpose.

(ii) A local agency shall list the address of the office or location designated pursuant to clause (i) on the agendas for all meetings of the legislative body of that agency.

(B) A local agency shall not be required to comply with the requirements of subparagraph (A) if all of the following requirements are met:

(i) An initial staff report or similar document containing an executive summary and the staff recommendation, if any, relating to that agenda item is made available for public inspection at the office or location designated pursuant to clause (i) of subparagraph (A) at least 72 hours before the meeting.

(ii) The local agency immediately posts any writing described in paragraph (1) on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

(iii) The local agency lists the web address of the local agency's internet website on the agendas for all meetings of the legislative body of that agency.

(iv) (I) Subject to subclause (II), the local agency makes physical copies available for public inspection, beginning the next regular business hours for the local agency, at the office or location designated pursuant to clause (i) of subparagraph (A).

(II) This clause is satisfied only if the next regular business hours of the local agency commence at least 24 hours before that meeting.

(c) Writings that are public records described in subdivision (b) and distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the local agency or a member of its legislative body, or after the meeting if prepared by some other person. These writings shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(d) This chapter shall not be construed to prevent the legislative body of a local agency from charging a fee or deposit for a copy of a public record pursuant to Section 7922.530, except that a surcharge shall not be imposed on persons with disabilities in violation of Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(e) This section shall not be construed to limit or delay the public's right to inspect or obtain a copy of any record required to be disclosed under the requirements of the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), including, but not limited to, the ability of the public to inspect public records pursuant to Section 7922.525 and obtain copies of public records pursuant to either subdivision (b) of Section 7922.530 or Section 7922.535. This chapter shall not be construed to require a legislative body of a local agency to place any paid advertisement or any other paid notice in any publication.

(Amended (as amended by Stats. 2021, Ch. 615, Sec. 208) by Stats. 2022, Ch. 971, Sec. 1. (AB 2647) Effective January 1, 2023.)

54957.6. (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

(1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

(2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

(3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

(4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

(Amended by Stats. 2025, Ch. 327, Sec. 20. (SB 707) Effective January 1, 2026.)

54957.7. (a) Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.

(b) After any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by Section 54957.1 of action taken in the closed session.

(c) The announcements required to be made in open session pursuant to this section may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements.

(Amended by Stats. 1993, Ch. 1137, Sec. 15. Effective January 1, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 1137.)

54957.8. (a) For purposes of this section, "multijurisdictional law enforcement agency" means a joint powers entity formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 that provides law enforcement services for the parties to the joint powers agreement for the purpose of investigating criminal activity involving drugs; gangs; sex crimes; firearms trafficking or felony possession of a firearm; high technology, computer, or identity theft; human trafficking; or vehicle theft.

(b) Nothing contained in this chapter shall be construed to prevent the legislative body of a multijurisdictional law enforcement agency, or an advisory body of a multijurisdictional law enforcement agency, from holding closed sessions to discuss the case records of any ongoing criminal investigation of the multijurisdictional law enforcement agency or of any party to the joint powers agreement, to hear testimony from persons involved in the investigation, and to discuss courses of action in particular cases.

(Amended by Stats. 2006, Ch. 427, Sec. 1. Effective September 22, 2006.)

54957.9. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

(Amended by Stats. 2025, Ch. 327, Sec. 21. (SB 707) Effective January 1, 2026.)

54957.95. (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

(Amended by Stats. 2025, Ch. 327, Sec. 22. (SB 707) Effective January 1, 2026.)

54957.96. (a) The existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.

(b) For purposes of this section, the following definitions apply:

(1) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(2) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(Added by Stats. 2025, Ch. 327, Sec. 23. (SB 707) Effective January 1, 2026.)

54957.10. Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions to discuss a local agency employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan.

(Added by Stats. 2001, Ch. 45, Sec. 1. Effective January 1, 2002.)

54958. The provisions of this chapter shall apply to the legislative body of every local agency notwithstanding the conflicting provisions of any other state law.

(Added by Stats. 1953, Ch. 1588.)

54959. Each member of a legislative body who attends a meeting of that legislative body where action is taken in violation of any provision of this chapter, and where the member intends to deprive the public of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor.

(Amended by Stats. 1994, Ch. 32, Sec. 18. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)

54960. (a) The district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief for the purpose of stopping or preventing violations or threatened violations of this chapter by members of the legislative body of a local agency or to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body, or to determine the applicability of this chapter to past actions of the legislative body, subject to Section 54960.2, or to determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, or to compel the legislative body to audio record its closed sessions as hereinafter provided.

(b) The court in its discretion may, upon a judgment of a violation of Section 54956.7, 54956.8, 54956.9, 54956.95, 54957, or 54957.6, order the legislative body to audio record its closed sessions and preserve the audio recordings for the period and under the terms of security and confidentiality the court deems appropriate.

(c) (1) Each recording so kept shall be immediately labeled with the date of the closed session recorded and the title of the clerk or other officer who shall be custodian of the recording.

(2) The audio recordings shall be subject to the following discovery procedures:

(A) In any case in which discovery or disclosure of the audio recording is sought by either the district attorney or the plaintiff in a civil action pursuant to Section 54959, 54960, or 54960.1 alleging that a violation of this chapter has occurred in a closed session that has been recorded pursuant to this section, the party seeking discovery or disclosure shall file a written notice of motion with the appropriate court with notice to the governmental agency that has custody and control of the audio recording. The notice shall be given pursuant to subdivision (b) of Section 1005 of the Code of Civil Procedure.

(B) The notice shall include, in addition to the items required by Section 1010 of the Code of Civil Procedure, all of the following:

(i) Identification of the proceeding in which discovery or disclosure is sought, the party seeking discovery or disclosure, the date and time of the meeting recorded, and the governmental agency that has custody and control of the recording.

(ii) An affidavit that contains specific facts indicating that a violation of the act occurred in the closed session.

(3) If the court, following a review of the motion, finds that there is good cause to believe that a violation has occurred, the court may review, in camera, the recording of that portion of the closed session alleged to have violated the act.

(4) If, following the in camera review, the court concludes that disclosure of a portion of the recording would be likely to materially assist in the resolution of the litigation alleging violation of this chapter, the court shall, in its discretion, make a certified transcript of the portion of the recording a public exhibit in the proceeding.

(5) This section shall not permit discovery of communications that are protected by the attorney-client privilege.

(Amended by Stats. 2012, Ch. 732, Sec. 1. (SB 1003) Effective January 1, 2013.)

54960.1. (a) The district attorney or any interested person may commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that an action taken by a legislative body of a local agency in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 is null and void under this section. Nothing in this chapter shall be construed to prevent a legislative body from curing or correcting an action challenged pursuant to this section.

(b) Prior to any action being commenced pursuant to subdivision (a), the district attorney or interested person shall make a demand of the legislative body to cure or correct the action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5. The demand shall be in writing and clearly describe the challenged action of the legislative body and nature of the alleged violation.

(c) (1) The written demand shall be made within 90 days from the date the action was taken unless the action was taken in an open session but in violation of Section 54954.2, in which case the written demand shall be made within 30 days from the date the action was taken.

(2) Within 30 days of receipt of the demand, the legislative body shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct or inform the demanding party in writing of its decision not to cure or correct the challenged action.

(3) If the legislative body takes no action within the 30-day period, the inaction shall be deemed a decision not to cure or correct the challenged action, and the 15-day period to commence the action described in subdivision (a) shall commence to run the day after the 30-day period to cure or correct expires.

(4) Within 15 days of receipt of the written notice of the legislative body's decision to cure or correct, or not to cure or correct, or within 15 days of the expiration of the 30-day period to cure or correct, whichever is earlier, the demanding party shall be required to commence the action pursuant to subdivision (a) or thereafter be barred from commencing the action.

(d) An action taken that is alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 shall not be determined to be null and void if any of the following conditions exist:

(1) The action taken was in substantial compliance with Sections 54953, 54954.2, 54954.5, 54954.6, 54956, and 54956.5.

(2) The action taken was in connection with the sale or issuance of notes, bonds, or other evidences of indebtedness or any contract, instrument, or agreement thereto.

(3) The action taken gave rise to a contractual obligation, including a contract let by competitive bid other than compensation for services in the form of salary or fees for professional services, upon which a party has, in good faith and without notice of a challenge to the validity of the action, detrimentally relied.

(4) The action taken was in connection with the collection of any tax.

(5) Any person, city, city and county, county, district, or any agency or subdivision of the state alleging noncompliance with subdivision (a) of Section 54954.2, Section 54956, or Section 54956.5, because of any defect, error, irregularity, or omission in the notice given pursuant to those provisions, had actual notice of the item of business at least 72 hours prior to the meeting at which the action was taken, if the meeting was noticed pursuant to Section 54954.2, or 24 hours prior to the meeting at which the action was taken if the meeting was noticed pursuant to Section 54956, or prior to the meeting at which the action was taken if the meeting is held pursuant to Section 54956.5.

(e) During any action seeking a judicial determination pursuant to subdivision (a) if the court determines, pursuant to a showing by the legislative body that an action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 has been cured or corrected by a subsequent action of the legislative body, the action filed pursuant to subdivision (a) shall be dismissed with prejudice.

(f) The fact that a legislative body takes a subsequent action to cure or correct an action taken pursuant to this section shall not be construed or admissible as evidence of a violation of this chapter.

(Amended by Stats. 2002, Ch. 454, Sec. 23. Effective January 1, 2003.)

54960.2. (a) The district attorney or any interested person may file an action to determine the applicability of this chapter to past actions of the legislative body pursuant to subdivision (a) of Section 54960 only if all of the following conditions are met:

(1) The district attorney or interested person alleging a violation of this chapter first submits a cease and desist letter by postal mail or facsimile transmission to the clerk or secretary of the legislative body being accused of the violation, as designated in the statement pertaining to that public agency on file pursuant to Section 53051, or if the agency does not have a statement on file designating a clerk or a secretary, to the chief executive officer of that agency, clearly describing the past action of the legislative body and nature of the alleged violation.

(2) The cease and desist letter required under paragraph (1) is submitted to the legislative body within nine months of the alleged violation.

(3) The time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b) has expired and the legislative body has not provided an unconditional commitment pursuant to subdivision (c).

(4) Within 60 days of receipt of the legislative body's response to the

cease and desist letter, other than an unconditional commitment pursuant to subdivision (c), or within 60 days of the expiration of the time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b), whichever is earlier, the party submitting the cease and desist letter shall commence the action pursuant to subdivision (a) of Section 54960 or thereafter be barred from commencing the action.

(b) The legislative body may respond to a cease and desist letter submitted pursuant to subdivision (a) within 30 days of receiving the letter. This subdivision shall not be construed to prevent the legislative body from providing an unconditional commitment pursuant to subdivision (c) at any time after the 30-day period has expired, except that in that event the court shall award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to this section, in accordance with Section 54960.5.

(c) (1) If the legislative body elects to respond to the cease and desist letter with an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate this chapter, that response shall be in substantially the following form:

To ________________________:

The [name of legislative body] has received your cease and desist letter dated [date] alleging that the following described past action of the legislative body violates the Ralph M. Brown Act:

[Describe alleged past action, as set forth in the cease and desist letter submitted pursuant to subdivision (a)]

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the [name of legislative body] hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.

The [name of legislative body] may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Very truly yours,

____

[Chairperson or acting chairperson of the legislative body]

(2) An unconditional commitment pursuant to this subdivision shall be approved by the legislative body in open session at a regular or special meeting as a separate item of business, and not on its consent agenda.

(3) An action shall not be commenced to determine the applicability of this chapter to any past action of the legislative body for which the legislative body has provided an unconditional commitment pursuant to this subdivision. During any action seeking a judicial determination regarding the applicability of this chapter to any past action of the legislative body pursuant to subdivision (a), if the court determines that the legislative body has provided an unconditional commitment pursuant to this subdivision, the action shall be dismissed with prejudice. Nothing in this subdivision shall be construed to modify or limit the existing ability of the district attorney or any interested person to commence an action to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body.

(4) Except as provided in subdivision (d), the fact that a legislative body provides an unconditional commitment shall not be construed or admissible as evidence of a violation of this chapter.

(d) If the legislative body provides an unconditional commitment as set forth in subdivision (c), the legislative body shall not thereafter take or engage in the challenged action described in the cease and desist letter, except as provided in subdivision (e). Violation of this subdivision shall constitute an independent violation of this chapter, without regard to whether the challenged action would otherwise violate this chapter. An action alleging past violation or threatened future violation of this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

(e) The legislative body may resolve to rescind an unconditional commitment made pursuant to subdivision (c) by a majority vote of its membership taken in open session at a regular meeting as a separate item of business not on its consent agenda, and noticed on its posted agenda as "Rescission of Brown Act Commitment," provided that not less than 30 days prior to such regular meeting, the legislative body provides written notice of its intent to consider the rescission to each person to whom the unconditional commitment was made, and to the district attorney. Upon rescission, the district attorney or any interested person may commence an action pursuant to subdivision (a) of Section 54960. An action under this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

(Added by Stats. 2012, Ch. 732, Sec. 2. (SB 1003) Effective January 1, 2013.)

54960.5. A court may award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to Section 54960, 54960.1, or 54960.2 where it is found that a legislative body of the local agency has violated this chapter. Additionally, when an action brought pursuant to Section 54960.2 is dismissed with prejudice because a legislative body has provided an unconditional commitment pursuant to paragraph (1) of subdivision (c) of that section at any time after the 30-day period for making such a commitment has expired, the court shall award court costs and reasonable attorney fees to the plaintiff if the filing of that action caused the legislative body to issue the unconditional commitment. The costs and fees shall be paid by the local agency and shall not become a personal liability of any public officer or employee of the local agency.

A court may award court costs and reasonable attorney fees to a defendant in any action brought pursuant to Section 54960 or 54960.1 where the defendant has prevailed in a final determination of such action and the court finds that the action was clearly frivolous and totally lacking in merit.

(Amended by Stats. 2012, Ch. 732, Sec. 3. (SB 1003) Effective January 1, 2013.)

54961. (a) No legislative body of a local agency shall conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of ancestry or any characteristic listed or defined in Section 11135, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase. This section shall apply to every local agency as defined in Section 54951.

(b) No notice, agenda, announcement, or report required under this chapter need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.

(Amended by Stats. 2007, Ch. 568, Sec. 35. Effective January 1, 2008.)

54962. Except as expressly authorized by this chapter, or by Sections 1461, 1462, 32106, and 32155 of the Health and Safety Code, or by Sections 37606, 37606.1, and 37624.3 of the Government Code as they apply to hospitals, or by any provision of the Education Code pertaining to school districts and community college districts, no closed session may be held by any legislative body of any local agency.

(Amended by Stats. 2006, Ch. 157, Sec. 2. Effective January 1, 2007.)

54963. (a) A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Section 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

(b) For purposes of this section, "confidential information" means a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.

(c) Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to:

(1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.

(2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.

(3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grandjury.

(d) Disciplinary action pursuant to paragraph (2) of subdivision (c) shall require that the employee in question has either received training as to the requirements of this section or otherwise has been given notice of the requirements of this section.

(e) A local agency may not take any action authorized by subdivision (c) against a person, nor shall it be deemed a violation of this section, for doing any of the following:

(1) Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to establish the illegality of an action taken by a legislative body of a local agency or the potential illegality of an action that has been the subject of deliberation at a closed session if that action were to be taken by a legislative body of a local agency.

(2) Expressing an opinion concerning the propriety or legality of actions taken by a legislative body of a local agency in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action.

(3) Disclosing information acquired by being present in a closed session under this chapter that is not confidential information.

(f) Nothing in this section shall be construed to prohibit disclosures under the whistleblower statutes contained in Section 1102.5 of the Labor Code or Article 4.5 (commencing with Section 53296) of Chapter 2 of this code.

(Added by Stats. 2002, Ch. 1119, Sec. 1. Effective January 1, 2003.)

**Pursuant to Government Code § 54952.7. Published at leginfo.legislature.ca.gov on January 1, 2026.*

Scan or Click to Visit

legislature.ca.gov Live Web Page

CSDA Brown Act Resource Page

California Special
Districts Association

CSDA

Districts Stronger Together

1112 I Street, Suite 200
Sacramento, CA 95814
toll-free: 877.924.2732
csda.net

TO:
President and Members of the Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

FROM:
Mike Flores
Manager of Finance and Administration

MEETING:
August 27, 2026

ITEM

Consideration of Resolution No. 975 accepting the Federal Aviation Administration Fiscal Year 2026 Airport Infrastructure Grant for the Taxilane Pavement Rehabilitation Project; and consideration of Resolution No. 977 designating the District's authorized representatives for federal and state grant programs.

BACKGROUND

The Taxilane Pavement Rehabilitation Project rehabilitates approximately 5,500 feet of existing taxilane pavement that has reached the end of its useful life. The District received six construction bids on June 9, 2026. On June 25, 2026 the District's consulting engineer recommended award to John Madonna Construction for the Base Bid, Additive Alternate A, and negotiated additional work, in the total amount of $1,404,858.00, and recommended that a revised grant application based on bids be submitted for a total Project cost of $1,844,058.00 with a corresponding federal share of $1,751,855.10.

On July 9, 2026 the Board adopted Resolution No. 973, approving and adopting the District's Airport Improvement Program projects and authorizing the General Manager, or designee, to prepare, submit and administer grant applications. That authorization was expressly made subject to Board approval of any resulting grant offer, grant agreement or contract award. At the same meeting, on consent item 10(a), the Board authorized award of the contract for bids on this Project and authorized execution of the contract between the District and John Madonna Construction, subject to review and approval by District Counsel. That item carried 4-0 by roll call.

The FAA issued the Grant Offer for Project No. 3-06-0237-046-2026 on August 17, 2026.

DISCUSSION

The Grant Offer must be accepted on or before September 25, 2026. If it is not accepted by that date, the offer expires and the United States is not obligated to pay any part of the Project cost. The District may not modify the text, terms or conditions of the Grant Offer.

The Grant Offer funds the federal share the District applied for. The June 29, 2026 Notice of Award identified $1,811,728, which was based on the pre-bid estimate. The bid-based application sought $1,751,855.10, and the Grant Offer obligates $1,751,855. The $59,873 reduction from the Notice of Award reflects the lower bid-based request rather than any shortfall in federal funding for this Project.

The FAA requires that the District's governing body give authority to execute the grant to the individual who signs it, and that the sponsor's attorney separately certify that the signatory has been duly authorized. Execution is electronic and sequenced: the authorized representative signs first, and District Counsel signs the Certificate of Sponsor's Attorney on the same day or after.

Resolution No. 973 does not supply that authority. It authorized the General Manager to prepare, submit and administer applications, but reserved any resulting grant agreement to the Board. Article VII, Section 1 of the Official Administrative Code delegates to the General Manager a closed list of contract categories, the largest of which is capped at $25,000, and does not include federal grant agreements; the Code otherwise addresses the manner in which District contracts are executed. Resolution No. 975 therefore designates the authorized representative expressly, naming the General Manager and the Manager of Finance and Administration, so that District Counsel can issue the required certificate without relying on an implied delegation and so that execution is not delayed if either officer is unavailable during the acceptance window.

Resolution No. 977 addresses the same gap prospectively. The District has repeatedly had to establish grant signature authority one award at a time. A standing designation is the ordinary practice among California special districts. Resolution No. 977 designates the General Manager and the Manager of Finance and Administration as the District's authorized representatives for federal and state grant programs. It requires that any award committing the District to matching funds or other obligations not provided for in the adopted budget be brought to the Board for acceptance, and requires that every acceptance be reported to the Board at its next regular meeting.

FINANCIAL IMPACT

The figures below are the Project as bid and awarded, not a derivation from the federal cap.

Total Project cost as bid and recommended for award: $1,844,058.00

Construction contract with John Madonna Construction, authorized July 9, 2026: $1,404,858.00

Non-construction Project cost (design, engineering, administration): $439,200.00

Federal share applied for at ninety-five percent (95%): $1,751,855.10

Maximum federal obligation under the Grant Offer: $1,751,855.00

District share of the Project (5.00%): $92,203.00

Project costs capitalize to account 14410, CIP - Airfield and Infrastructure. Final federal and local shares will be determined based on actual allowable costs upon final audit of the Project.

The Fiscal Year 2026-27 capital improvement program has not yet been drawn upon pending the outcome of these two grant offers. The combined effect of both items on this agenda is as follows.

Fiscal Year 2026-27 capital improvement program appropriation (Resolution No. 968): $3,099,190.00

District share, Taxilane Pavement Rehabilitation Project (Resolution No. 975): $92,203.00

District share, Rehabilitate Taxiways A, S, T and U Project, Phase 1 (Resolution No. 976): $827,016.00

Total District share of both Projects: $919,219.00

Balance remaining in the capital improvement program if both Grant Offers are accepted: $2,179,971.00

ANALYSIS

The District has authority to enter into and perform the construction contract for this Project. The Board authorized award and execution of the contract with John Madonna Construction on July 9, 2026, subject to review and approval by District Counsel, and that authorization remains in effect. Grant Assurance 3 requires the sponsor to hold that authority and to have sufficient funds available for the portion of Project costs not paid by the United States. Resolution No. 975 confirms both.

Acceptance carries obligations that extend well past construction. The period of performance is four years from the date of acceptance. The Grant Assurances remain in force for the useful life of the improvement, not to exceed twenty years, with no time limit on the Exclusive Rights and Airport Revenue assurances.

Because the Project involves paving in excess of $500,000, Special Condition No. 33 requires the District to furnish a construction management program to the FAA before construction starts. That program must name the person representing the District who has overall responsibility for contract administration. Resolution No. 975 designates the General Manager, or designee, for this purpose.

Condition No. 23 requires that, within 120 days of acceptance, the District submit an amendment to any approved Passenger Facility Charge application that contains project work also covered by this grant, and prohibits expenditure under the Grant Agreement until that work is removed from the PFC application by amendment.

Reporting obligations include an SF-270 or SF-271 and an SF-425 by December 31 of each year the grant is open, and FAA Form 5370-1 within 30 days of the end of each federal fiscal quarter for construction projects. All payment requests must be made electronically through the Delphi invoicing System.

Staff recommends approval.

RECOMMENDATION

Staff recommends that the Board of Directors:

1. Adopt Resolution No. 975, accepting the FAA Fiscal Year 2026 Airport Infrastructure Grant for Project No. 3-06-0237-046-2026 in a maximum federal obligation of $1,751,855, acknowledging a District share of $92,203.00 payable from the capital improvement program in the adopted Fiscal Year 2026-27 budget, and designating the General Manager and the Manager of Finance and Administration as the District's authorized representatives; and

2. Adopt Resolution No. 977, designating the District's authorized representatives for federal and state grant programs.

Both resolutions are subject to review and approval as to form by District Counsel.

ATTACHMENTS

1. Resolution No. 975

2. Resolution No. 977

3. FAA Grant Offer, Project No. 3-06-0237-046-2026, dated August 17, 2026

RESOLUTION NO. 975
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT
ACCEPTING THE FEDERAL AVIATION ADMINISTRATION
FISCAL YEAR 2026 AIRPORT INFRASTRUCTURE GRANT
FOR THE TAXILANE PAVEMENT REHABILITATION PROJECT

WHEREAS, the Santa Maria Public Airport District ("District") is a public agency and special district organized and existing under the laws of the State of California, and owns and operates Santa Maria Public Airport (SMX), a National Plan of Integrated Airport Systems airport eligible to receive federal airport development grant funding under 49 U.S.C. Chapter 471; and

WHEREAS, the District has designed and bid the Taxilane Pavement Rehabilitation Project (the "Project"), which rehabilitates approximately 5,500 feet of existing taxilane pavement, and received bids on June 9, 2026; and

WHEREAS, on July 9, 2026 the Board of Directors adopted Resolution No. 973, approving and adopting the District's Airport Improvement Program projects and authorizing the General Manager, or designee, to prepare, submit and administer grant applications, expressly subject to Board approval of any resulting grant offer, grant agreement or contract award; and

WHEREAS, on July 9, 2026 the Board of Directors, on consent item 10(a), authorized award of the contract for bids on the Project and authorized execution of the contract between the District and John Madonna Construction, subject to review and approval by District Counsel, in the amount of $1,404,858.00, and the total Project cost is $1,844,058.00; and

WHEREAS, the District submitted a grant application based on bids for a total Project cost of $1,844,058.00 with a corresponding federal share of ninety-five percent (95%), or $1,751,855.10; and

WHEREAS, the Federal Aviation Administration issued a Grant Offer dated August 17, 2026 for Project No. 3-06-0237-046-2026 under the Fiscal Year 2026 Airport Infrastructure Grant program, offering to pay ninety-five percent (95%) of allowable Project costs subject to a maximum obligation of the United States of One Million Seven Hundred Fifty-One Thousand Eight Hundred Fifty-Five Dollars ($1,751,855), which corresponds to the federal share the District applied for; and

WHEREAS, the Grant Offer requires that the District accept the offer on or before September 25, 2026, and provides that the offer will expire and the United States will not be obligated to pay any part of the Project costs if the offer is not accepted by that date; and

WHEREAS, the Grant Offer requires that the District's governing body give authority to execute the Grant Agreement to the individual signing it as the sponsor's authorized representative, and requires the sponsor's attorney to certify that the signatory has been duly authorized; and

WHEREAS, the Board of Directors has reviewed the Grant Offer, including its conditions, special conditions and Grant Assurances, and finds that acceptance of the Grant Offer and completion of the Project are in the best interests of the District and of the traveling public served by the Airport.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Maria Public Airport District as follows:

1. Acceptance of Grant Offer. The Board of Directors hereby accepts the Federal Aviation Administration Grant Offer dated August 17, 2026 for Project No. 3-06-0237-046-2026, Fiscal Year 2026 Airport Infrastructure Grant, in a maximum federal obligation of $1,751,855, and hereby ratifies and adopts the Project Application, the Grant Assurances, and all other terms, conditions and special conditions set forth in the Grant Offer.

2. Authority to Execute. The General Manager and the Manager of Finance and Administration are designated as the District's authorized representatives for purposes of the Grant Agreement, and either is authorized and directed to execute Part II - Acceptance of the Grant Offer together with all sponsor certifications required by the Federal Aviation Administration as a condition of the award. This designation constitutes the grant of authority by the District's governing body that the Grant Offer requires, and is intended to support the Certificate of Sponsor's Attorney.

3. Authority to Administer. The General Manager and the Manager of Finance and Administration are authorized to execute and submit the requests for reimbursement, financial and performance reports, Passenger Facility Charge application amendments, informal letter amendments, and closeout documents necessary to administer the grant, and to take such further administrative actions as are necessary to carry out the intent of this Resolution.

4. Contract Administration Designation. For purposes of Special Condition No. 33 of the Grant Offer, which requires the District to furnish a construction management program to the Federal Aviation Administration prior to the start of construction, the General Manager, or designee, is designated as the person representing the District who has overall responsibility for contract administration for the Project and the authority to take the actions necessary to comply with the construction contract.

5. District Share and Appropriation. The total Project cost is $1,844,058.00, of which $1,404,858.00 is the construction contract with John Madonna Construction and $439,200.00 is non-construction cost. Against the maximum federal obligation of $1,751,855, the District's share of the Project is $92,203.00, or five percent (5%) of total Project cost. The District's share shall be paid from the capital improvement program in the District's adopted Fiscal Year 2026-27 Operating and Capital Budget, Resolution No. 968, and shall be capitalized to account 14410, CIP - Airfield and Infrastructure. The final federal and local shares will be determined based on actual allowable costs upon final audit of the Project.

6. Authority to Contract; Sufficient Funds Available. The District has authority to enter into and perform the construction contract for this Project. The Board of Directors confirms its July 9, 2026 authorization of award and execution of the contract between the District and John Madonna Construction, subject to review and approval by District Counsel, and that authorization remains in effect. In accordance with Grant Assurance 3, the Board of Directors further finds that the District has sufficient funds available for the portion of Project costs that will not be paid by the United States, and that the District has legal authority to finance and carry out the Project.

7. No Additional Contract Award. Adoption of this Resolution accepts grant funding only. It does not award any additional construction or professional services contract, each of which remains subject to separate Board action and to the District's adopted Purchasing Policy and applicable public bidding requirements.

8. Severability. If any provision of this Resolution is held invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Santa Maria Public Airport District held this 27th day of August, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____

Steve Brown, President

ATTEST:

____

Michael B.Clayton, Secretary

RESOLUTION NO. 977
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT
DESIGNATING THE DISTRICT'S AUTHORIZED REPRESENTATIVES
FOR FEDERAL AND STATE GRANT PROGRAMS AND DELEGATING
AUTHORITY TO EXECUTE GRANT APPLICATIONS, AGREEMENTS,
AMENDMENTS AND RELATED DOCUMENTS

WHEREAS, the Santa Maria Public Airport District ("District") regularly applies for and receives federal and state grant funding, including funding under the Federal Aviation Administration's Airport Improvement Program and Airport Infrastructure Grant program, the Infrastructure Investment and Jobs Act of 2021, and California Department of Transportation Division of Aeronautics programs; and

WHEREAS, federal and state granting agencies routinely require that the recipient's governing body designate, by resolution, the individual authorized to execute grant applications, grant agreements, assurances, certifications, requests for reimbursement and closeout documents on the recipient's behalf, and further require the recipient's attorney or a comparable official to certify that the signatory has been duly authorized; and

WHEREAS, Article VII, Section 1 of the District's Official Administrative Code delegates to the General Manager the authority to execute an enumerated list of contracts, permits and agreements that does not address federal or state grant instruments, with the result that the District has had to establish signature authority separately for each grant award; and

WHEREAS, grant offers are frequently issued with short acceptance windows, and the absence of a standing designation creates a risk that a grant offer will expire before the District can establish signature authority through a separate Board action; and

WHEREAS, the Board of Directors finds that a standing designation of the District's authorized representatives will reduce administrative delay, protect the District against the loss of awarded funds, and strengthen the District's compliance posture under 2 C.F.R. Part 200; and

WHEREAS, the Board of Directors further finds it appropriate to authorize the designated representatives to accept grant awards on the District's behalf, subject to the conditions that any award committing the District to matching funds or to other financial obligations not provided for in the adopted budget be presented to the Board of Directors for acceptance, and that each acceptance be reported to the Board of Directors at its next regular meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Maria Public Airport District as follows:

1. Designation of Authorized Representatives. The General Manager and the Manager of Finance and Administration are hereby designated as the District's authorized representatives for all federal and state grant programs. Either designated officer is authorized to execute, on behalf of the District, grant applications, grant agreements, grant assurances, sponsor and applicant certifications, grant amendments, requests for reimbursement, financial and performance reports, and closeout documents.

2. Acceptance of Grant Awards. Either designated officer may accept and execute grant awards on behalf of the District. Acceptance of a grant award that would commit the District to matching funds or to other financial obligations not provided for in the District's adopted budget shall be presented to the Board of Directors for acceptance. The designated officers shall report each grant acceptance made under this Resolution to the Board of Directors at its next regular meeting.

3. Certification to Granting Agencies. The Secretary of the Board of Directors is authorized and directed to furnish certified copies of this Resolution to any federal or state granting agency, and to District Counsel, upon request, as evidence of the designated representatives' authority.

4. Effect on Prior and Subsequent Actions. This Resolution is supplemental to, and does not limit or supersede, Article VII, Section 1 of the Official Administrative Code or any prior or subsequent resolution authorizing a specific officer to execute a specific instrument. Nothing in this Resolution ratifies or validates any prior execution of a grant instrument.

5. Duration. This designation shall remain in full force and effect until amended or rescinded by the Board of Directors, and shall not be affected by a change in the individuals holding the designated offices.

6. Severability. If any provision of this Resolution is held invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Santa Maria Public Airport District held this 27th day of August, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____

Steve Brown, President

ATTEST:

____

Michael B. Clayton, Secretary

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
California

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

August 17, 2026

Mr. Martin Pehl
General Manager
3217 Terminal Drive
Santa Maria, CA

Dear Mr. Pehl:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-06-0237-046-2026 at Santa Maria Public/Capt G Allan Hancock Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 25, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Carlos Mora, (424) 405-7270, Carlos.M.Mora@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

Cathryn G. Cason

Cathryn G. Cason (08/17/2026 13:12:57 PDT)

Cathryn G. Cason
Manager
Los Angeles Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 17, 2026
Airport/Planning Area	Santa Maria Public/Capt G Allan Hancock Field Airport
Airport Grant Number	3-06-0237-046-2026
Unique Entity Identifier	PK2EEJ9RKZC8

TO: Santa Maria Public Airport District

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 17, 2026, for a grant of federal funds for a project at or associated with the Santa Maria Public/Capt G Allan Hancock Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Maria Public/Capt G Allan Hancock Field Airport (herein called the "Project") consisting of the following:

Rehabilitate 5,500 feet of Taxilane pavement

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,751,855.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $1,751,855 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **<u>Ineligible or Unallowable Costs</u>.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 25, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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

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

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

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

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

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

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

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

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

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*
   i. "Employee" means either:
      a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

      b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
   ii. "Private Entity" means:
      a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

      b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. <u>Grant Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated March 06, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. <u>Employee Protection from Reprisal</u>. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**
    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Lighting.** The sponsor must operate and maintain lighting systems during the useful life of the system in accordance with applicable FAA standards.

33. **Project Containing Paving Work in Excess of $500,000.** The sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:

i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

iv Qualifications of engineering supervision and construction inspection personnel;

v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

34. **Plans and Specifications Approval Based Upon Certification.** The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the

sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Cathryn G. Cason
Cathryn G. Cason (08/17/2026 13:12:57 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Off

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated ______________________________

Santa Maria Public Airport District

(Name of Sponsor)

____

(Signature of Sponsor's Authorized Official)

By: ______________________________

(Typed Name of Sponsor's Authorized Official)

Title: ______________________________

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ________________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at ____

By: ________________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

Federal Legislation

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

Executive Orders

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

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

Specific Assurances

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance-Management.**

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

12. **Terminal Development Prerequisites.**

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

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

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

   "The (**Santa Maria Public Airport District**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

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

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

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

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

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

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 17, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

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

38. Hangar Construction.

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

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

3-06-0237-046-2026

TO:
President and Members of the Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

FROM:
Mike Flores
Manager of Finance and Administration

MEETING:
August 27, 2026

ITEM

Consideration of Resolution No. 976 accepting the Federal Aviation Administration Fiscal Year 2026 Airport Improvement Program Grant for the Rehabilitate Taxiways A, S, T and U Project, Phase 1.

BACKGROUND

The Rehabilitate Taxiways A, S, T and U Project rehabilitates 10,100 feet of existing paved Taxiways A, A2, A3, A4, A5, A10, A11, A15, S, T, U and R. Phase 1 consists of 1,400 feet of Taxiways A and U.

The District received construction bids on this Project and, on June 25, 2026, its consulting engineer transmitted the bid summary to the Federal Aviation Administration (FAA) recommending award of the Base Bid. Granite Construction submitted the low Base Bid of $5,164,958.00. The bid summary recommended award for a total project cost of $6,510,058.00, with an FAA grant share of $6,184,555.00, leaving a District share of $325,503.00, or five percent (5%).

On July 9, 2026 the Board of Directors awarded the construction contract for this Project to Granite Construction, on consent, by a 4-0 roll call vote. The District submitted its Project Application to the FAA on August 13, 2026, and received the Grant Offer for Project No. 3-06-0237-045-2026 on August 20, 2026.

On July 9, 2026 the Board also adopted Resolution No. 973, authorizing the General Manager, or designee, to prepare, submit and administer grant applications, expressly subject to Board approval of any resulting grant offer, grant agreement or contract award.

DISCUSSION

The Grant Offer must be accepted on or before September 18, 2026. If it is not accepted by that date, the offer expires and the United States is not obligated to pay any part of the Project cost. The District may not modify the text, terms or conditions of the Grant Offer.

The FAA requires that the District governing body give authority to execute the grant to the individual who signs it, and that the sponsor attorney separately certify that the signatory has been duly authorized. Execution is electronic and sequenced: the authorized representative signs first, and District Counsel signs the Certificate of Sponsor's Attorney on the same day or after.

The Grant Offer is less than the District applied for. The Grant Offer caps the maximum federal obligation at $5,683,042. The bid-based application sought a federal share of $6,184,555. The difference is $501,513. On August 5, 2026 the FAA advised the District that no additional funding is available on this grant, and that the District's choices are to re-bid the Project so that the base bid falls within the funds available, or to cover the difference. Staff recommends that the District cover the difference and accept the Grant Offer as issued, so that the awarded construction contract proceeds without re-bidding.

This is the second of two federal grants before the Board at this meeting, and the larger of the two. Resolution No. 975 accepts a $1,751,855 Fiscal Year 2026 Airport Infrastructure Grant for the Taxilane Pavement Rehabilitation Project. They are different projects, funded under different programs, and they carry different acceptance deadlines.

FINANCIAL IMPACT

The figures below are the Project as bid and awarded, not a derivation from the federal cap.

Total Project cost as bid and recommended for award: $6,510,058.00

Construction contract awarded to Granite Construction, July 9, 2026: $5,164,958.00

Non-construction Project cost (design, engineering, administration): $1,345,100.00

Federal share applied for at ninety-five percent (95%): $6,184,555.00

Maximum federal obligation under the Grant Offer: $5,683,042.00

Federal shortfall to be borne by the District: $501,513.00

District share as applied for (5.00%): $325,503.00

Total District share if this Grant Offer is accepted: $827,016.00

District share as a percentage of total Project cost: 12.70%

The District share of $827,016.00 would be funded from the capital improvement program in the adopted Fiscal Year 2026-27 Operating and Capital Budget, Resolution No. 968, which appropriates $3,099,190 in capital expenditures. Project costs capitalize to account 14410, CIP - Airfield and Infrastructure. Final federal and local shares will be determined based on actual allowable costs upon final audit of the Project.

The Fiscal Year 2026-27 capital improvement program has not yet been drawn upon pending the outcome of these two grant offers. The combined effect of both items on this agenda is as follows.

Fiscal Year 2026-27 capital improvement program appropriation (Resolution No. 968): $3,099,190.00

District share, Taxilane Pavement Rehabilitation Project (Resolution No. 975): $92,203.00

District share, Rehabilitate Taxiways A, S, T and U Project, Phase 1 (Resolution No. 976): $827,016.00

Total District share of both Projects: $919,219.00

Balance remaining in the capital improvement program if both Grant Offers are accepted: $2,179,971.00

ANALYSIS

The Board should understand what accepting this Grant Offer commits the District to. The District share rises from the $325,503.00 contemplated when the construction contract was awarded to $827,016.00, an increase of $501,513.00, and from five percent of Project cost to 12.70%.

The alternative the FAA identified is re-bidding. Staff does not recommend it. Re-bidding would have to produce a construction contract low enough that the whole Project, including $1,345,100.00 of non-construction cost, fits within the federal cap plus a five percent local share. That implies a construction contract of roughly $4,637,000, approximately $528,000 below the Granite award and below the engineer estimate that all three bidders exceeded. Re-bidding would also forfeit the existing award and delay the Project, with no assurance of a lower price.

Acceptance carries obligations that extend well past construction. The period of performance is four years from the date of acceptance. The Grant Assurances remain in force for the useful life of the improvement, not to exceed twenty years, with no time limit on the Exclusive Rights and Airport Revenue assurances. Grant Assurance 3 requires the sponsor to have sufficient funds available for the portion of Project costs not paid by the United States, which is the $827,016.00 identified above.

Because the Project contains paving in excess of $500,000, Special Condition No. 33 requires the District to furnish a construction management program to the FAA before construction starts, naming the person representing the District who has overall responsibility for contract administration. Resolution No. 976 designates the General Manager, or designee, for this purpose.

Condition No. 23 requires that, within 120 days of acceptance, the District submit an amendment to any approved Passenger Facility Charge application that contains project work also covered by this grant, and prohibits expenditure under the Grant Agreement until that work is removed from the application by amendment.

Taken together with Resolution No. 975, the Fiscal Year 2026 federal awards before the Board at this meeting total $7,434,897 in maximum federal obligation. That level of federal expenditure carries Single Audit obligations under 2 CFR Part 200 Subpart F for the years in which the funds are expended.

Staff recommends approval.

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 976, accepting the Federal Aviation Administration Fiscal Year 2026 Airport Improvement Program Grant for Project No. 3-06-0237-045-2026 in a maximum federal obligation of $5,683,042; acknowledging a District share of $827,016.00 payable from the capital improvement program in the adopted Fiscal Year 2026-27 budget; and designating the General Manager and the Manager of Finance and Administration as the District authorized representatives for purposes of the Grant Agreement. The Resolution is subject to review and approval as to form by District Counsel.

ATTACHMENTS

1. Resolution No. 976

2. FAA Grant Offer, Project No. 3-06-0237-045-2026

RESOLUTION NO. 976
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ACCEPTING THE FEDERAL AVIATION ADMINISTRATION FISCAL YEAR 2026 AIRPORT IMPROVEMENT PROGRAM GRANT FOR THE REHABILITATE TAXIWAYS A, S, T AND U PROJECT, PHASE 1

WHEREAS, the Santa Maria Public Airport District ("District") is a public agency and special district organized and existing under the laws of the State of California, and owns and operates Santa Maria Public Airport (SMX), a National Plan of Integrated Airport Systems airport eligible to receive federal airport development grant funding under 49 U.S.C. Chapter 471; and

WHEREAS, the District has designed and bid the Rehabilitate Taxiways A, S, T and U Project (the "Project"), which rehabilitates 10,100 feet of existing paved Taxiways A, A2, A3, A4, A5, A10, A11, A15, S, T, U and R, Phase 1 of which consists of 1,400 feet of Taxiways A and U; and

WHEREAS, on July 9, 2026 the Board of Directors adopted Resolution No. 973, approving and adopting the District's Airport Improvement Program projects and authorizing the General Manager, or designee, to prepare, submit and administer grant applications, expressly subject to Board approval of any resulting grant offer, grant agreement or contract award; and

WHEREAS, on July 9, 2026 the Board of Directors, on consent item 10(b), authorized award of the contract for bids on the Project and authorized execution of the contract between the District and Granite Construction, subject to review and approval by District Counsel, in the amount of $5,164,958.00, and the total Project cost as bid and recommended for award is $6,510,058.00; and

WHEREAS, on August 13, 2026 the District submitted to the Federal Aviation Administration a Project Application seeking a federal share of ninety-five percent (95%) of allowable Project costs, or $6,184,555.00; and

WHEREAS, the Federal Aviation Administration has issued a Grant Offer for Project No. 3-06-0237-045-2026 under the Fiscal Year 2026 Airport Improvement Program, offering to pay ninety-five percent (95%) of allowable Project costs subject to a maximum obligation of the United States of Five Million Six Hundred Eighty-Three Thousand Forty-Two Dollars ($5,683,042), which is $501,513.00 less than the federal share the District applied for; and

WHEREAS, the Federal Aviation Administration has advised the District that no additional funding is available on this grant, and that the District may either re-bid the Project so that the base bid falls within the funds available or bear the difference, and the Board of Directors finds that bearing the difference and proceeding under the awarded construction contract is in the best interests of the District; and

WHEREAS, the Grant Offer provides that it will expire, and the United States will not be obligated to pay any part of the costs of the Project, unless the offer is accepted by the District on or before September 18, 2026; and

WHEREAS, the Grant Offer requires that the District's governing body give authority to execute the Grant Agreement to the individual signing it as the sponsor's authorized representative, and requires the sponsor's attorney to certify that the signatory has been duly authorized; and

WHEREAS, the Board of Directors has reviewed the Grant Offer, including its conditions, special conditions and Grant Assurances, and finds that acceptance of the Grant Offer and completion of the Project are in the best interests of the District and of the traveling public served by the Airport.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Maria Public Airport District as follows:

1. Acceptance of Grant Offer. The Board of Directors hereby accepts the Federal Aviation Administration Grant Offer for Project No. 3-06-0237-045-2026, Fiscal Year 2026 Airport Improvement Program, in a maximum federal obligation of $5,683,042, and hereby ratifies and adopts the Project Application, the Grant Assurances, and all other terms, conditions and special conditions set forth in the Grant Offer.

2. Authority to Execute. The General Manager and the Manager of Finance and Administration are designated as the District's authorized representatives for purposes of the Grant Agreement, and either is authorized and directed to execute Part II - Acceptance of the Grant Offer together with all sponsor certifications required by the Federal Aviation Administration as a condition of the award. This designation constitutes the grant of authority by the District's governing body that the Grant Offer requires, and is intended to support the Certificate of Sponsor's Attorney.

3. Authority to Administer. The General Manager and the Manager of Finance and Administration are authorized to execute and submit the requests for reimbursement, financial and performance reports, Passenger Facility Charge application amendments, informal letter amendments, and closeout documents necessary to administer the grant, and to take such further administrative actions as are necessary to carry out the intent of this Resolution.

4. Contract Administration Designation. For purposes of Special Condition No. 33 of the Grant Offer, which requires the District to furnish a construction management program to the Federal Aviation Administration prior to the start of construction, the General Manager, or designee, is designated as the person representing the District who has overall responsibility for contract administration for the Project and the authority to take the actions necessary to comply with the construction contract.

5. District Share and Appropriation. The total Project cost as bid and recommended for award is $6,510,058.00, of which $5,164,958.00 is the construction contract awarded to Granite Construction on July 9, 2026 and $1,345,100.00 is non-construction cost. Against the maximum federal obligation of $5,683,042, the District's share of the Project is $827,016.00, or 12.70% of total Project cost. That amount comprises the $325,503.00 five percent (5%) local share contemplated when the construction contract was awarded, plus the $501,513.00 federal shortfall the District has elected to bear. The District's share shall be paid from the capital improvement program appropriation in the District's adopted Fiscal Year 2026-27 Operating and Capital Budget, Resolution No. 968, and shall be capitalized to account 14410, CIP - Airfield and Infrastructure. The final federal and local shares will be determined based on actual allowable costs upon final audit of the Project.

6. Authority to Contract; Sufficient Funds Available. The District has authority to enter into and perform the construction contract for this Project. The Board of Directors confirms its July 9, 2026 authorization of award and execution of the contract between the District and Granite Construction, subject to review and approval by District Counsel, and that authorization remains in effect. In accordance with Grant Assurance 3, the Board of Directors further finds that the District has sufficient funds available for the portion of Project costs that will not be paid by the United States, and that the District has legal authority to finance and carry out the Project.

7. No Additional Contract Award. Adoption of this Resolution accepts grant funding only. It does not award any additional construction or professional services contract, each of which remains subject to separate Board action and to the District's adopted Purchasing Policy and applicable public bidding requirements.

8. Severability. If any provision of this Resolution is held invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Santa Maria Public Airport District held this 27th day of August, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____

Steve Brown, President

ATTEST:

____

Michael B. Clayton, Secretary

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
California

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

August 20, 2026

Mr. Martin Pehl
General Manager
3217 Terminal Drive
Santa Maria, CA

Dear Mr. Pehl:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0237-045-2026 at Santa Maria Public/Capt G Allan Hancock Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Carlos Mora, (424) 405-7270, Carlos.M.Mora@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

Cathryn G. Cason

Cathryn G. Cason
Manager
Los Angeles Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 20, 2026
Airport/Planning Area	Santa Maria Public/Capt G Allan Hancock Field Airport
Airport Grant Number	3-06-0237-045-2026
Unique Entity Identifier	PK2EEJ9RKZC8

TO: Santa Maria Public Airport District

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated August 13, 2026, for a grant of federal funds for a project at or associated with the Santa Maria Public/Capt G Allan Hancock Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Maria Public/Capt G Allan Hancock Field Airport (herein called the "Project") consisting of the following:

Rehabilitate 10,100 feet of existing paved Taxiways A, A2, A3, A4, A5, A10, A11, A15, S, T, U, and R (Phase 1 which consists of 1,400 feet of Taxiways A and U)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $5,683,042.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $5,683,042 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance**. This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

   The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **<u>Ineligible or Unallowable Costs</u>.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 18, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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

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

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

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

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

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

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

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

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

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

  i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

  ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

    a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

  i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

  i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

    a) Severe forms of trafficking in persons;

    b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

    c) The use of forced labor in the performance of this grant; or any subaward; or

    d) Acts that directly support or advance trafficking in persons, including the following acts:

      1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

      2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. <u>Grant Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated March 06, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. <u>Employee Protection from Reprisal</u>. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Lighting.** The sponsor must operate and maintain lighting systems during the useful life of the system in accordance with applicable FAA standards.

33. **Project Containing Paving Work in Excess of $500,000.** The sponsor agrees to:

    a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:

    i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

    ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

    iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

    iv Qualifications of engineering supervision and construction inspection personnel;

    v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

    vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

    a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

    b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

    c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

34. **Plans and Specifications Approval Based Upon Certification.** The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the

sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Cathryn G. Cason
Cathryn G. Cason (08/20/2026 10:22:21 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports Dis

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated ______________________________

Santa Maria Public Airport District
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ____________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at ________________________________

By: ________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended – 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

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

Specific Assurances

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance-Management.**

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

12. **Terminal Development Prerequisites.**

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

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

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

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

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

   "The (**Santa Maria Public Airport District**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

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

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

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

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

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

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of August 13, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

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

38. Hangar Construction.

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

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

RESOLUTION NO. 977
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT
DESIGNATING THE DISTRICT'S AUTHORIZED REPRESENTATIVES
FOR FEDERAL AND STATE GRANT PROGRAMS AND DELEGATING
AUTHORITY TO EXECUTE GRANT APPLICATIONS, AGREEMENTS,
AMENDMENTS AND RELATED DOCUMENTS

WHEREAS, the Santa Maria Public Airport District ("District") regularly applies for and receives federal and state grant funding, including funding under the Federal Aviation Administration's Airport Improvement Program and Airport Infrastructure Grant program, the Infrastructure Investment and Jobs Act of 2021, and California Department of Transportation Division of Aeronautics programs; and

WHEREAS, federal and state granting agencies routinely require that the recipient's governing body designate, by resolution, the individual authorized to execute grant applications, grant agreements, assurances, certifications, requests for reimbursement and closeout documents on the recipient's behalf, and further require the recipient's attorney or a comparable official to certify that the signatory has been duly authorized; and

WHEREAS, Article VII, Section 1 of the District's Official Administrative Code delegates to the General Manager the authority to execute an enumerated list of contracts, permits and agreements that does not address federal or state grant instruments, with the result that the District has had to establish signature authority separately for each grant award; and

WHEREAS, grant offers are frequently issued with short acceptance windows, and the absence of a standing designation creates a risk that a grant offer will expire before the District can establish signature authority through a separate Board action; and

WHEREAS, the Board of Directors finds that a standing designation of the District's authorized representatives will reduce administrative delay, protect the District against the loss of awarded funds, and strengthen the District's compliance posture under 2 C.F.R. Part 200; and

WHEREAS, the Board of Directors further finds it appropriate to authorize the designated representatives to accept grant awards on the District's behalf, subject to the conditions that any award committing the District to matching funds or to other financial obligations not provided for in the adopted budget be presented to the Board of Directors for acceptance, and that each acceptance be reported to the Board of Directors at its next regular meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Maria Public Airport District as follows:

1. Designation of Authorized Representatives. The General Manager and the Manager of Finance and Administration are hereby designated as the District's authorized representatives for all federal and state grant programs. Either designated officer is authorized to execute, on behalf of the District, grant applications, grant agreements, grant assurances, sponsor and applicant certifications, grant amendments, requests for reimbursement, financial and performance reports, and closeout documents.

2. Acceptance of Grant Awards. Either designated officer may accept and execute grant awards on behalf of the District. Acceptance of a grant award that would commit the District to matching funds or to other financial obligations not provided for in the District's adopted budget shall be presented to the Board of Directors for acceptance. The designated officers shall report each grant acceptance made under this Resolution to the Board of Directors at its next regular meeting.

3. Certification to Granting Agencies. The Secretary of the Board of Directors is authorized and directed to furnish certified copies of this Resolution to any federal or state granting agency, and to District Counsel, upon request, as evidence of the designated representatives' authority.

4. Effect on Prior and Subsequent Actions. This Resolution is supplemental to, and does not limit or supersede, Article VII, Section 1 of the Official Administrative Code or any prior or subsequent resolution authorizing a specific officer to execute a specific instrument. Nothing in this Resolution ratifies or validates any prior execution of a grant instrument.

5. Duration. This designation shall remain in full force and effect until amended or rescinded by the Board of Directors, and shall not be affected by a change in the individuals holding the designated offices.

6. Severability. If any provision of this Resolution is held invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Santa Maria Public Airport District held this 27th day of August, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____

Steve Brown, President

ATTEST:

____

Michael B. Clayton, Secretary

TO:
President and Members of the Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

FROM:
Mike Flores
Manager of Finance and Administration

MEETING:
August 27, 2026

ITEM

Authorization for the President and Secretary to execute an easement between the District and the City of Santa Maria for the 10-foot-wide waterline and Well Site 6.

BACKGROUND

On October 24, 2024 the Board of Directors authorized the President and Secretary to execute a grant of easement for water purposes to the City of Santa Maria, and an abandonment of easement for water purposes, related to Well Site No. 6.

The item returned to the Board on August 13, 2026 as consent item 7(a) and was removed from the Consent Calendar for further review. It is returned to the Board at this meeting with the current legal description and plan.

DISCUSSION

The easement area is described in the legal description and plan transmitted with this report. It describes two parcels lying within Section 33, Township 10 North, Range 34 West, San Bernardino Base and Meridian, as shown on the survey filed in Book 29 of Records of Survey at Page 141 in the Office of the Recorder of Santa Barbara County.

The first is a waterline parcel ten feet wide, lying five feet on each side of a described centerline of sixteen courses, two of which are curves. The second is a water well site parcel described in five courses. The description was prepared and sealed by David Marchell, Professional Land Surveyor No. 6375, and is dated June 24, 2026. The parcels are depicted graphically on the plan sheet that accompanies the description.

FINANCIAL IMPACT

The easement conveys an interest in District real property to the City of Santa Maria for water purposes. This item is administrative in nature and is not anticipated to have a material fiscal impact on the District.

ANALYSIS

The conveyance is the same one the Board authorized in October 2024, presented now with the current legal description and plan.

On execution, Public Utilities Code section 22436 provides that the president shall sign all contracts on behalf of the district, and section 22438 provides for the secretary's countersignature. The District's October 24, 2024 authorization followed that formula, as did the item as presented on August 13, 2026, and this report recommends the same.

Staff recommends approval.

RECOMMENDATION

It is recommended that the Board of Directors authorize the President and Secretary to execute an easement between the District and the City of Santa Maria for the 10-foot-wide waterline and Well Site 6, as described in the legal description and plan transmitted with this report.

ATTACHMENTS

1. Legal Description and Plan, 10-Foot-Wide Waterline and Well Site Easement, dated June 24, 2026

EXHIBIT A

LEGAL DESCRIPTION

10-FOOT-WIDE WATERLINE AND WELL SITE EASEMENT

Lying within Section 33, Township 10 N. Range 34 W. San Bernardino Base and Meridian as shown on the survey filed on Book 29 of Records of Survey, at Page 141 in the Recorder's Office of Santa Barbara County, State of California, and more particularly described as follows:

Waterline Parcel

A 10-foot-wide waterline easement lying 5.00' on each side of the following described centerline:

Commencing at the northeast corner of the section 33 as shown on said record of survey;

Thence South 00º 46' 38" East, a distance of 1562.37 feet to a point referred to hereafter as "Point A", and being the **Point of Beginning** of said centerline;

1. Thence South 46º 56' 45" West, a distance of 50.49 feet;
2. Thence North 88º 03' 15" West, a distance of 5.06 feet;
3. Thence North 86º 46' 45" West, a distance of 5.17 feet;
4. Thence North 41º 46' 45" West, a distance of 464.62 feet to the beginning of a tangent curve concave northerly;
5. Thence along said curve with a radius of 3984.00 feet, through a central angle of 02 19' 59" an arc distance of 162.22 feet;
6. Thence North 39º 26' 46" West, a distance of 114.17 feet to the beginning of a tangent curve concave northerly;
7. Thence along said curve with a radius of 984.00 feet, through a central angle of 21º 45' 40" an arc distance of 373.73 feet;
8. Thence North 17º 41' 06" West, a distance of 5.00 feet;
9. Thence North 27º 18' 54" East, a distance of 11.04 feet;
10. Thence North 27º 51' 16" East, a distance of 10.00 feet;
11. Thence North 29º 51' 16" East, a distance of 10.00 feet;
12. Thence North 31º 51' 16" East, a distance of 9.15 feet;
13. Thence North 13º 08' 44" West, a distance of 142.37 feet;
14. Thence South 80º 38' 25" West, a distance of 42.26 feet;
15. Thence North 09º 21' 35" West, a distance of 198.95 feet;
16. Thence North 01º 53' 25" East, a distance of 363.56 feet.

THE SIDELINES OF SAID 10-FOOT-WIDE WATERLINE EASEMENT SHALL BE EXTENDED OR SHORTENED TO MEET AT END AND ANGLE POINTS SO AS TO CREATE A CLOSED FIGURE.

WELL SITE PARCEL:

Beginning at said "Point A";

1. Thence North 00º 54' 04" East, a distance of 29.48 feet;
2. Thence South 88º 20' 03" East, a distance of 112.75 feet;
3. Thence South 00º 32' 30" West, a distance of 74.42 feet;
4. Thence North 87º 52' 17" West, a distance of 113.24 feet;
5. Thence North 00º 54' 04" East, a distance of 44.02 feet to said "Point A".

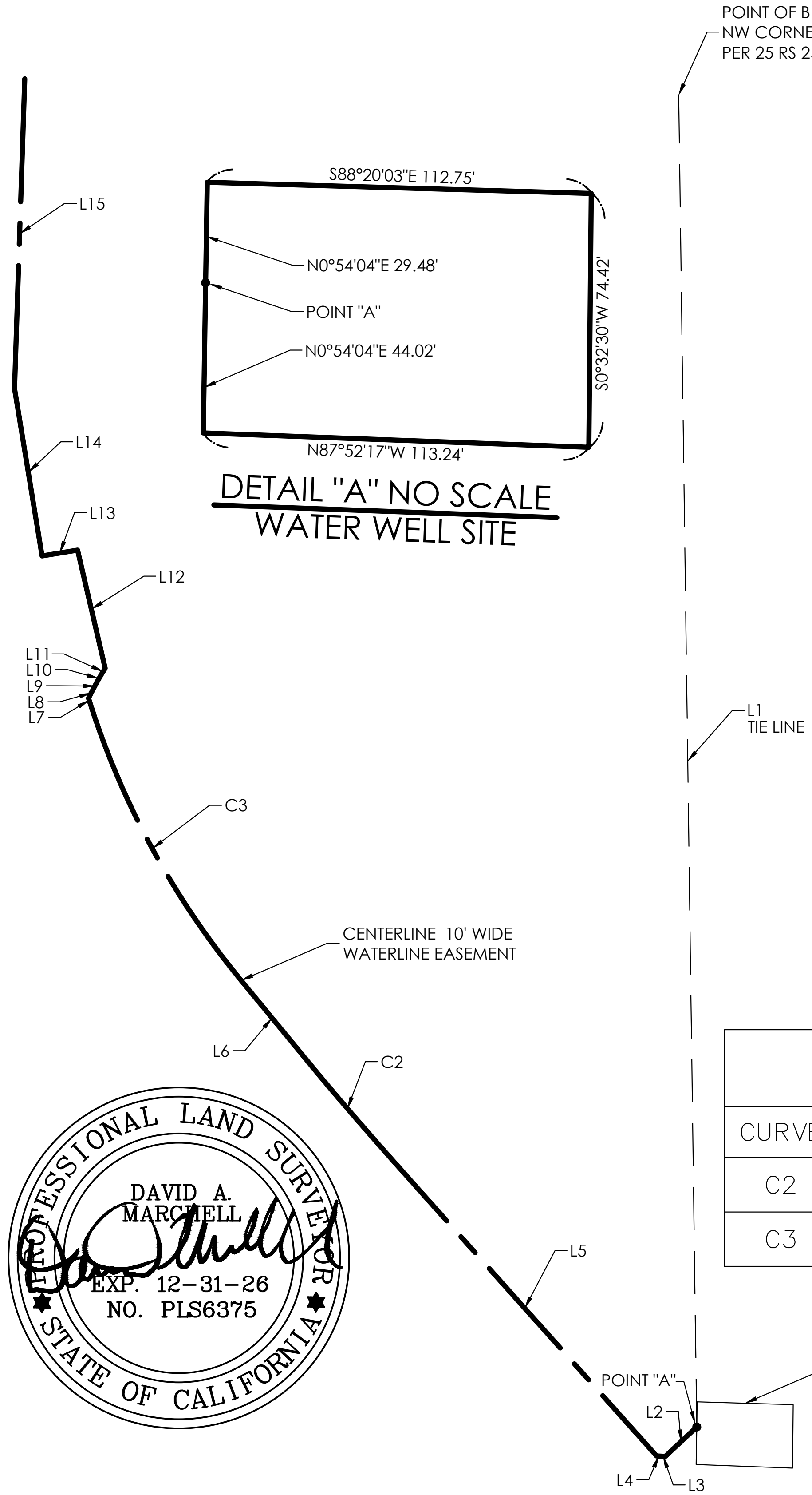
The above-described figures are graphically depicted on the attached Exhibit B, and by reference is made a part hereof.

END OF DESCRIPTION

Date: 6-24-26

David Marchell, PLS 6375

LICENSED LAND SURVEYOR
DAVID A. MARCHELL
Exp. 12-26
PLS No. 6375
STATE OF CALIFORNIA



LINE TABLE

LINE	BEARING	LENGTH
L1	S0°46'38"E	1562.37'
L2	S46°56'45"W	50.49'
L3	N88°03'15"W	5.06'
L4	N86°46'45"W	5.17'
L5	N41°46'45"W	464.62'
L6	N39°26'46"W	114.17'
L7	N17°41'06"W	5.00'
L8	N27°18'54"E	11.04'
L9	N27°51'16"E	10.00'
L10	N29°51'16"E	10.00'
L11	N31°51'16"E	9.15'
L12	N13°08'44"W	142.37'
L13	S80°38'25"W	42.26'
L14	N9°21'35"W	198.95'
L15	N1°53'25"E	363.56'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C2	3984.00'	2°19'59"	162.22'
C3	984.00'	21°45'40"	373.73'

N

SCALE: 1"200'
200' 0' 200'

OMNI DESIGN
INCORPORATED
ARCHITECTURE | ENGINEERING | SURVEYING

EXHIBIT B: WATERLINE EXHIBIT

285 SOUTH STREET, SUITE P, SAN LUIS OBISPO, CA 93401
OFFICE: 805.544.9700 WWW.OMNIDESIGN.US

June 24, 2026

389 BROAD STREET
SAN LUIS OBISPO, CA 93422

TO:
President and Members of the Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

FROM:
Mike Flores
Manager of Finance and Administration

MEETING:
August 27, 2026

ITEM

Authorization for the General Manager and the Manager of Finance and Administration to attend the Association of California Airports Annual Conference to be held September 28 through October 1, 2026, in South Lake Tahoe, California.

BACKGROUND

The Association of California Airports ("ACA") is a statewide association of California airport operators. The District has sent staff to the ACA Annual Conference regularly, most recently in 2024 and 2025, when the authorization covered the General Manager alone. In each instance attendance was authorized by the Board of Directors on a posted agenda.

The 2026 Annual Conference will be held September 28 through October 1, 2026 at Valhalla Tahoe, 1 Valhalla Road, South Lake Tahoe, California. The host hotel is the Station House Inn. Staff would travel Sunday, September 27 and return Friday, October 2.

DISCUSSION

Resolution No. 872, adopted March 28, 2019, is the District's expense reimbursement policy. Section 2 of Exhibit A applies it to "all employees of the Santa Maria Public Airport District and members of the District's Board of Directors." Section 6(a) provides that a District employee or director may be reimbursed for expenses incurred in attending a "Conference or organized educational activity; provided, any conference requires Board approval prior to the expenses being incurred." That requirement carries no dollar threshold and is not limited to Directors. This item is therefore brought to the Board as an action item regardless of the amount involved.

Registration for the conference is $400.00 per attendee.

Conference costs will be paid using the District credit card rather than by employee reimbursement. The District's purchasing policy adopted by Resolution No. 959 provides at Section 7.1.3 that District credit cards may be used to pay travel expenses.

FINANCIAL IMPACT

Costs would be paid from Business Travel, account 54100, in the adopted Fiscal Year 2026-27 budget.

Fiscal Year 2026-27 Budget for Business Travel: $48,218.92

Previously Approved Business Travel: $0.00

Current Balance for Business Travel: $48,218.92

Amount of this Request: $4,450.00

Balance Remaining if Approved: $43,768.92

The request is built up as follows: registration for two attendees at $400.00 each, $800.00; lodging for two attendees for five nights at $185.00 per night, $1,850.00; ground transportation for one shared vehicle, $600.00; and meals for two attendees for six days at $100.00 per day, $1,200.00.

Only the registration figure is a quoted price, and it is the rate stated on the registration form for registrations made after July 17, 2026. The lodging, transportation and meal figures are estimates and actual cost will vary. The lodging and meal counts reflect a Sunday, September 27 departure and a Friday, October 2 return, which is five nights and six days.

The lodging figure of $185.00 per night is below the four hundred dollar ($400.00) per night cap in Section 8 of Exhibit A to Resolution No. 872, and the meal figure of $100.00 per day is below the two hundred fifty dollar ($250.00) per day cap in that section.

ANALYSIS

The conference is the principal annual gathering of California airport operators and is the District's most direct access to peer agencies on matters now before it, including tenant lease administration, the annual schedule of rates and charges, and the Airport Business Park. Sending both the General Manager and the Manager of Finance and Administration allows the operational and financial sessions to be covered concurrently rather than sequentially.

Staff recommends approval.

RECOMMENDATION

It is recommended that the Board of Directors authorize the General Manager and the Manager of Finance and Administration to attend the Association of California Airports Annual Conference to be held September 28 through October 1, 2026, in South Lake Tahoe, California, and to incur registration, travel, lodging and meal expenses in connection with that attendance in an amount not to exceed $4,450.00.

ATTACHMENTS

1. ACA 2026 Annual Conference Registration Form

2026 ACA Annual Conference – Registration Form
September 28 – October 1, 2026
Valhalla Tahoe
1 Valhalla Road
South Lake Tahoe, CA96150

First Name: ______________________ **Last Name:** ______________________

Airport/Organization: ______________________ **Title:** ______________________

Mailing Address: ______________________ **City/State/Zip:** ______________________

Phone: ______________________ **Email:** ______________________

Select Your Registration Option(s):

Leasing Workshop – Monday, September 28 at South Lake Tahoe City Hall, 1901 Lisa Maloff Wy, South Lake Tahoe

• $75.00 registration fee
• [Click here to pay for Leasing Workshop only]

Conference Sessions – Tuesday, September 29 through Thursday, October 1 at Valhalla Tahoe

• $350.00 (by July 17, 2026) • $400.00 (after July 17, 2026)
• [Click here to pay for Conference Registration only]

Both Leasing Workshop and Conference

• $425.00 (by July 17, 2026) • $475.00 (after July 17, 2026)
• [Click here to pay for Both]

If paying by check, please mail to:
Association of California Airports
1201 K Street, Suite 1610
Sacramento, CA 95814

Optional Events: Additional networking and social events are being planned for Tuesday, September 29 and Wednesday, September 30. Details and registration information will be announced separately and shared with all registered attendees.

Hotel Reservation Deadline: ACA attendees will receive a 20% discount on guest rooms at Station House Inn through September 6, 2026, subject to availability. **To make a reservation, please use the booking link below to receive the discounted rate.** Unreserved rooms in the ACA room block will be released after this date, and the discounted rate may no longer be available.

Hotel Booking Link (Note: If you use the booking link, there is no need to enter a promotional code—the discounted ACA rate is already applied.)

IMPORTANT: Hotel Cancellation Policy: Room reservations may be cancelled up to 14 days before arrival. Any cancellations made within 14 days of arrival will be non-refundable.

Please email this form to LBernal@calstrat.com

REFUND POLICY: Refund requests received by August 31, 2026, will be honored minus a $100 administrative fee. Refunds will be issued to the original payment method within 5–10 business days. No refunds or credits will be issued after August 31, 2026. Non-attendance is not eligible for refund due to guaranteed participant counts with venues and event partners.

TO:
President and Members of the Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

FROM:
Mike Flores
Manager of Finance and Administration

MEETING:
August 27, 2026

ITEM

Authorization for the Business Development Manager to attend the 2026 Marketing and Communications Conference to be held October 19 through 21, 2026, in Seattle, Washington, and the Takeoff North America Conference to be held December 8 through 10, 2026, in Rogers, Arkansas.

BACKGROUND

Resolution No. 872, adopted March 28, 2019, is the District's expense reimbursement policy. Section 2 of Exhibit A applies it to "all employees of the Santa Maria Public Airport District and members of the District's Board of Directors." Section 6(a) provides that a District employee or director may be reimbursed for expenses incurred in attending a "Conference or organized educational activity; provided, any conference requires Board approval prior to the expenses being incurred." That requirement carries no dollar threshold and is not limited to Directors.

Both conferences fall in the current fiscal year and registration for each is time-sensitive. The Business Development Manager has requested authorization so that registration and travel may be booked.

DISCUSSION

The 2026 Marketing and Communications Conference is held October 19 through 21, 2026 in Seattle, Washington. The Takeoff North America Conference is held December 8 through 10, 2026 in Rogers, Arkansas. Both are directed at air service development and airport marketing, which are the core functions of the Business Development Manager position.

Two separate authorizations are presented so that the Board may act on each conference independently.

FINANCIAL IMPACT

Costs would be paid from Business Travel, account 54100, in the adopted Fiscal Year 2026-27 budget. The cost figures below were provided by the Business Development Manager on August 20, 2026.

2026 Marketing and Communications Conference: registration $1,180.00; lodging $1,061.00; meals at $100.00 per day for four days, $400.00; airfare $562.00. Subtotal $3,203.00.

Takeoff North America Conference: registration $1,495.00; lodging $650.00; meals at $100.00 per day for four days, $400.00; airfare $777.00. Subtotal $3,322.00.

Combined total of this request: $6,525.00.

Fiscal Year 2026-27 Budget for Business Travel: $48,218.92

Previously Approved Business Travel: $0.00

Amount of this Request: $6,525.00

Amount of the concurrent Association of California Airports request: $4,450.00

Balance Remaining if Both Are Approved: $37,243.92

ANALYSIS

Travel and lodging are reimbursed at actual cost against receipts under Resolution No. 872, subject to the caps in Section 8 of Exhibit A. The lodging figures for both conferences are below the four hundred dollar ($400.00) per night cap, and the meal figures are below the two hundred fifty dollar ($250.00) per day cap. Actual reimbursement will be limited to documented cost.

Staff recommends approval.

RECOMMENDATION

It is recommended that the Board of Directors authorize the Business Development Manager to attend the 2026 Marketing and Communications Conference to be held October 19 through 21, 2026 in Seattle, Washington, in an amount not to exceed $3,203.00; and to attend the Takeoff North America Conference to be held December 8 through 10, 2026 in Rogers, Arkansas, in an amount not to exceed $3,322.00; with expenses reimbursable in accordance with Resolution No. 872.

ATTACHMENTS

None.